2929.

SUPREME COURT OF THE UNITED STATES.

No. 89.

ALEXANDER CRAWFORD, APPELLANT,

vs.

JAMES POINTS, ASSIGNEE IN BANKRUPTCY OF HENRY HOTTLE.

APPEAL FROM THE DISTRICT COURT, UNITED STATES, FOR THE WESTERN DISTRICT OF VIRGINIA.

INDEX.

	Original.	Print.
Leave to file petition and order of court	1	4
Petition of assignee	1	4
Exhibits filed with petition	3	6
Order awarding rule	16	21
Rule on defendant to show cause, &c., and return	16	21
Rule discharged	16	22
Answer to petition	17	22
Papers referred to in answer	21	29
Leave granted to Henry Hottle to file answer to petition of assignee	32a	42
Answer of Henry Hottle	32a	42
Proceedings in bankruptcy	33	49
Deposition of Jacob Kunkle	45	61
John L. Kunkle	51	68
Samuel Peaco	51	68
Jacob Teaford	52	69
John Teaford	53	70
James Berry	59	76
Ephraim Woodward	62	79
Jane Kennedy	64	82
Sarah Kennedy	67	85
Samuel Clarke	69	88

GIDEON, Print.

	Original.	Print
Exhibit referred to in Clarke's deposition	72	92
Deposition of Jacob K. Stribling	75	95
Nicholas K. Trout	75	96
Francis Huff	77	98
William H. Bell	78	99
Exhibit referred to in Bell's deposition	82	103
Deposition of Franklin T. Geiger	83	104
Samuel M. Woodward	84	105
James Berry	84	106
Samuel Clarke, sen.	85	107
Samuel Cline	86	108
Robert S. Brooke	88	110
Joseph Jamieson	89	111
Robertson Hanger	90	112
Exhibit referred to in Hanger's deposition	91	113
Deposition of Nicholas K. Trout	91	114
John Lockridge	92	115
James Berry	93	116
Breeze Johnson	95	118
Alexander Laporte	98	120
James A. Cochran	98	121
William Windle	99	122
Jackson Windle	102	125
A. B. Venable	102	126
James J. A. Trotter	103	126
Nicholas C. Kinney	103	127
Bill of sale from Hottle to Crawford	104	127
Deposition of James Lessley	105	128
William A. Height	111	133
David G. Russell	113	136
John Lockridge	117	140
Archibald Armstrong	120	143
Joseph McCutchen	122	145
David Cook	126	149
Ellen Hottle	129	152
Ann E. Kennedy	137	159
Hetty Kennedy	140	162
John D. McCrory	142	165
Noah Dove	146	170
George Cook	155	179
John W. Pitman	157	181
Henry Hottle	160	183
Daniel Willson	178	202
John Keller	179	203
James McClure	180	203
Joseph McCutchen	181	205
William Crawford	183	207
James M. Lilley	184	208

	Original.	Print.
Deposition of George Welch	184	208
James Lessley	187	211
James F. Patterson	190	214
William Crawford	191	215
James Trimble	192	216
John Churchman	192	217
Robert H. Holland	200	224
Decree	203	227
Appeal prayed and allowed	207	231
Exhibit marked AA, made part of decree	207	232
Clerk's certificate	208	232
Petition for rehearing	209	233
Rehearing denied	211	235
Appeal prayed and allowed	211	235
Clerk's certificate	212	236

JAMES POINTS, assignee, &c.
vs.
ALEXANDER CRAWFORD.

STATE OF VIRGINIA, *to wit:*

Among the records of the district court of the United States, for the western district of Virginia, held at Staunton, is the following, that is to say:

Be it remembered that heretofore, to wit, at a district court of the United States, for the western district of Virginia, held at Staunton, on the eleventh day of May, in the year of our Lord one thousand eight hundred and forty-four, the following order was entered upon the minutes of said court:

Leave to file.

In the matter of Henry Hottle, of Augusta county—In bankruptcy.

On the motion of James Points, the assignee of Henry Hottle, in bankruptcy, leave is given him to file a petition against Alexander Crawford, which petition is accordingly filed; and proper process is directed to be issued against said Crawford to appear and answer the said petition in three months after the service of said process, or the matters of said petition will be taken for confessed, and a decree entered as in the said petition prayed; which petition, and the exhibits and papers accompanying the same, are in the words and figures following, to wit:

Petition.

To the honorable Isaac S. Pennybacker, judge of the western district court of the United States, for the western district of Virginia, holden at Staunton.

The petition of James Points, assignee in bankruptcy of Henry Hottle, humbly represents, that on the 3d day 1842, said Hottle was duly declared a bankrupt by a decree of this honorable court, and your petitioner was appointed his assignee in bankruptcy, and required to perform all the acts and duties that the bankrupt law of the United States devolves on the assignee. That your petitioner has honestly and faithfully endeavored diligently to discharge said duties, but he has been hindered and prevented from taking possession of the property rightfully belonging to said Hottle by a certain Alexander Crawford, his son-in-law.

Up to the 8th of Oct., 1835, the said Hottle held possession of, and was entitled to, a valuable tract of land in Augusta county, on Middle river, with a valuable merchant mill and other improvements thereon. He was also the owner of several valuable slaves and a large and valuable stock of horses, cattle, &c., and household and kitchen furniture and farming utensils. Said Hottle, at the time above mentioned, was embarrassed with debt; but his property, rights, and credits, as your petitioner charges, were at their fair value greatly more than sufficient to discharge all his just debts. A few years prior to that time said

Crawford had intermarried with the daughter and only child of said Hottle, and at the date of his marriage is believed to have been destitute of means to make the large advances to Hottle that he now pretends. A few years before October, 1835, said Hottle, as your petitioner is informed and charges, was offered $6,000 for his farm, mill, &c., and refused it, and shortly before that time he actually sold it [to] a certain Benj. T. Reed for $6,000; and afterwards, a few months before the said 8th Oct., 1835, actually allowed said Reed $500 for a rue bargain and took the land back; such was the estimate he placed on it. On the said eighth of October, 1835, the said Crawford and his father-in-law, Hottle, came to a pretended settlement, and the result of a combination between them, which your petitioner charges to have been fraudulent and void against creditors was, that Crawford became the ostensible owner of said Hottle's whole estate, real and personal, just in time to forestall the lien of Reed's judgment for the balance due on the rue bargain aforesaid, which was to be obtained at the November term of that year, and during the vigorous prosecution of Smallshoffer's judgment against him, both of which debts said Hottle had often declared he never would pay.

By this corrupt agreement the mills and plantation which Hottle had a short time before sold to Reed for $6,000, and bought back at $6,500 as aforesaid, together with a wagon and four horses, with their harness, five cows, three bar-shear ploughs, and a harrow, and all the corn, wheat, and rye then growing on the farm, except the interest in the crop of one Samuel Fitch, a cropper, were pretended to be sold to said Crawford for $5,000; see exhibit X. On the same day Crawford sold to Hottle a tract of land on the Little Calf Pasture, containing 290 acres for $2,000; see exhibit Y. This 290 acres had been purchased by Crawford's father in 1829, from Eastham's heirs, at $600, which your petitioner charges was near or quite its value; see exhibit Z. The said Eastham land has been publicly sold twice since, and has never brought more than about $900; said Crawford being both times the purchaser for his own debt. It was poor, in a bad state of cultivation, and the improvements insufficient for a family. On the said 8th October, 1835, said conspirators, Crawford and Hottle, made a pretended settlement before Sam'l Clarke, esq., the integrity of whose character was expected to sanction the settlement, while his unsuspecting nature would prevent detection. From this settlement, and the bond annexed to it, exhibited in this cause, it appears that Hottle was charged of various amounts, ranging from $300 to $20, purporting to have been executed by Hottle to Crawford, from February, 1831, down to near the date of said settlement. These bonds amounting to over $1,200; the said pasture land at $2,000; cash, $51 56¼, and about $2,600 of debt due from Hottle to various persons, constitute all the debts against Hottle in the settlement. He is then credited by the price of the mill land and personal property in the deed $5,000, and a balance of $909 05½ struck in favor of Crawford, for which Hottle executed his bond and a deed of trust on said pasture land. Your petitioner charges that said notes

from Hottle to Crawford were fictitious and without consideration, all executed on the same day, shortly before said settlement, with intent to deceive Mr. Clarke; and he calls for full proof of the consideration, and a specific statement of what they were given for. It also appears that, on the same 8th October, 1835, a receipt was executed by Hottle to Crawford in full of the price of Hottle's negroes. This was done in presence of a witness, who unfortunately proves that only $50 was paid at that time, though the receipt purports to be for all; and your petitioner charges that even the $50 paid by Crawford, was the same money charged in Clarke's settlement as cash advanced $51 56¼. Your petitioner charges that said pretended sale of said negroes was entirely fictitious, fraudulent, and void as to creditors, and as against the bankrupt law without any fair consideration. He charges that said negroes were worth in 1835, October 8th, at least $1,000 or $1,500, and that not a cent was paid for them. He charges that said Hottle continued in the possession of said slaves, and enjoyed their services after said pretended sale, just as he had done before, and never delivered them to said Crawford in pursuance of said pretended sale. He charges that ever since the date of said fraudulent arrangement a secret and corrupt understanding and agreement has existed between the said parties, whereby the said slaves were secured as the property of Hottle, and that they are now owned by him, and whereby said Crawford became the trustee of said Hottle, and held in his hands for his use a large sum of money, viz., the difference between the price paid by him for the land, mills, and personal property conveyed by the deed aforesaid and the real value of the property. That Crawford has also in his hands other funds of said Hottle's to a large amount, the proceeds of his earnings since that date; said Hottle being an active, trading, and enterprising man. He therefore prays that said Crawford may be compelled to answer this petition specially and particularly on his oath. That said slaves, with their increase, may be delivered up to your petitioner's hands, to be disposed of by him according to law. That Crawford may be compelled to render an account to this court of all said Hottle's funds in his hands. That the said corrupt sale of property by Hottle to Crawford may be annulled, as well as the purchase of the pasture lands by Hottle from Crawford, in Oct., 1835; and that your petitioner may have a decree against Crawford in reference to the same, such as may accord with equity and justice, &c.

JAMES POINTS,
By his counsel.

Exhibit X.

This indenture, made the 8th day of October, in the year of our Lord one thousand eight hundred and thirty-five, between Henry Hottle and Eleanor, his wife, of the county of Augusta, and State of Virginia, of the one part, and Alexander Crawford, of the county and State aforesaid of the other part, witnesseth: That the said Hottle and Eleanor, his wife, for and in consideration of the sum of five thousand dollars, cur-

rent money to them in hand paid by the said Alexander Crawford, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said Alexander Crawford, his heirs and assigns, two certain tracts or parcels of land, lying and being in the said county, on the Middle river; the first containing one hundred and two acres, be the same more or less, being the same land which was conveyed by Philip Hottle to the said Henry Hottle, by deed bearing date the 3d day of March, 1818, of record in the county court of Augusta, and bounded as follows, to wit: Beginning at a walnut on the east bank of said river; thence n. 39° e. 22 poles, to 3 small poplars by the river; n. 23 e. 162 poles, to a sycamore, white walnut, and white oak, by the river at the foot of a rock; thence down the river n. 51° w. 20 poles, to a cedar; s. 87 w. 41 poles, to a mulberry and white oak sapling; n. 77 w. 31 poles, to a forked walnut; n. 61 w. 20 poles, n. 41 w. 12 poles, to a white oak sapling; n. 80 w. 10 poles, crossing the river to a white oak and hickory on a hill; s. 15 e. 74 poles, to a white oak and elm by the river; s. 17 w. 26 poles, to a sycamore and two white oaks by the river; n. 14 e. 15 poles, crossing the head of a spring to a bunch of white walnut saplings; s. 41. w. 44 poles, to two white oaks; s. 85 w. 87 poles, to two black oaks and a red oak; and n. 86—96 poles, to the beginning; the second containing 69 acres, be the same more or less, being the same land which was conveyed by George Teaford to the said Henry Hottle, by deed bearing date the 12th day of October, 1834, of record in the office aforesaid, and bounded as follows, to wit: Beginning at a stake in a lane, corner to George Welsh; thence along the lane s. 36. w. 76½ poles, to a white oak; n. 68½ w. 28 poles, to a red oak; n. 15 e. 54 poles, to a white oak; s. 86 e. 26 poles, to a white oak; n. 74. e. 13 poles, to a hickory, red oak, and white oak; n. 15½ e. 35 poles, to two hickories and black oak; corner to the said Welch; thence with his line, s. 48½ e. 58 poles, to the beginning. Also the following personal property, to wit: the running part of a three-horse wagon, four horses and their harness, five cows; three bar-shear ploughs, one harrow, and all the corn, wheat, and rye on the land hereby conveyed, except that part of the present corn crop, and of the small grain sown this fall, to which Samuel Fitch is entitled under his contract as a cropper; together with all and singular the appurtenances to the said two tracts of land belonging or in any wise appertaining: to have and to hold the said two tracts or parcels of land, with their appurtenances, except two small parcels heretofore sold to Louis Harnuff and John Teaford, and also the personal property aforesaid unto the said Alexander Crawford, his heirs and assigns, to the only proper use and behoof of him, the said Alexander Crawford, his heirs and assigns, forever. And the said Henry Hottle and wife, for themselves, their heirs, executors, and administrators, do covenant with the said Alexander Crawford, his heirs and assigns, that they, the said Henry Hottle and wife, their heirs, executors, and administrators, the said two tracts or parcels of land, with their appurtenances, and the personal property aforesaid, unto the said Alexander Crawford, his heirs

and assigns, subject to the reservation aforesaid in favor of the said Samuel Fitch, against the claim or claims of them, the said Henry Hottle and wife, and their heirs, and all and every person or persons whatsoever, shall and will warrant and forever defend by these presents. In testimony whereof the said Henry Hottle and wife have hereunto set their hands and seals on the day and year first above written.

HENRY HOTTLE, [SEAL.]
ELEANOR HOTTLE. [SEAL.]

AUGUSTA COUNTY, *to wit:*

We, Joseph Brown and Luke Woodward, justices of the peace in the county aforesaid, in the State of Virginia, do hereby certify, that Eleanor Hottle, the wife of Henry Hottle, parties to the foregoing deed, bearing date the 8th day of October, 1835, personally appeared before us, in our county aforesaid, and being examined by us privily and apart from her husband, and having the deed aforesaid fully explained to her, she, the said Eleanor Hottle, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and that she wished not to retract it. Given under our hands and seals, this twenty-sixth day of October, one thousand eight hundred and thirty-five.

JOSEPH BROWN, [SEAL.]
LUKE WOODWARD. [SEAL.]

AUGUSTA COUNTY COURT CLERK'S OFFICE,
October the 12*th*, 1835.

This deed of bargain and sale, from Henry Hottle, and Eleanor, his wife, to Alexander Crawford, was this day presented in the clerk's office aforesaid, and acknowledged by the said Henry Hottle before me, Alexander R. St. Clair, deputy clerk of said court, and admitted to record as to him.

Teste: ALEX. R. ST. CLAIR, *D. C., A. C.*

AUGUSTA COUNTY COURT CLERK'S OFFICE,
September 29*th*, 1836.

The certificate of acknowledgment and privy examination of Eleanor Hottle before two justices of the peace, annexed to a deed of bargain and sale from Henry Hottle and wife, of the one part, to Alexander Crawford, of the other part, was this day presented in the clerk's office aforesaid, and admitted to record.

Teste: JEFFERSON KINNEY, *C. A. C.*
Copy—Teste: JACOB K. STRIBLING, *D. C., A. C.*

Exhibit Y.

This indenture, made the 8th day of October, in the year of our Lord one thousand eight hundred and thirty-five, between Alexander Crawford and Mary, his wife, of the county of Augusta, and State of

, the one part, and Henry Hottle, of the county and State aforesaid, of the other part, witnesseth: that the said Alexander Crawford and Mary, his wife, for and in consideration of the sum of two thousand dollars current money, to them in hand paid by the said Henry Hottle, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said Henry Hottle, his heirs and assigns, two certain tracts or parcels of land, lying and being in the said county of Augusta, on the Little Calf Pasture river, being the same tracts or parcels of land which were conveyed by the heirs of Robert Eastham to Alexander Crawford, sen., by deed bearing date the 1st day of May, 1829, and the same which were afterwards devised by the said Alexander Crawford, sen., to his son, the above mentioned Alexander Crawford, by will bearing date the 23d day of January, 1830, which said deed and will are both of record in the county court office of Augusta. The first tract containing one hundred and ninety acres, be the same more or less, is bounded as follows, to wit: beginning at a hickory on the top of a ridge, formerly a corner to Timothy McNight and Daniel Meek; thence with Meek's line N. 18 W., 14 poles to a white oak; N. 66 W., 225 poles, crossing a run to a black oak and white oak on the top of the hill; S. 67 W., 50 poles to 3 black oaks; S. 46 E., 128 poles to a walnut and sassafras; S. 56 E., 43 poles to the river, and down the courses of the river to a ford at the end of a lane; thence N. 30 W., 12 poles to a peach tree in the meadow; N. 41 W., 14 poles to a stake by a spring branch; S. 51 W., 14 poles, crossing the branch to a sugar tree at the foot of the hill; N. 66 poles to two white oaks on the side of the hill; thence NW. 86 poles to two chesnuts on the top of the hill, on Robert Wakub's line, and with his line S. 26 W., 26 poles to between two white oaks and a chesnut oak; S. 46 W., 38 poles to a white oak on the side of a hill, corner to Robert M'Cutchen; then with his line S. 55 E., 44 poles to a white oak on a high bank, said M'Cutchen's and McKnight's corner; and with McKnight's line N. 48 E., 280 poles, crossing the river to the beginning. The second tract containing one hundred acres, be the same more or less, is situated on the brown hill between Smith creek and the Little Calf Pasture river, adjoining the above tract, and is bounded as follows, to wit: beginning at a forked white oak, corner to Beverley's patent for ten thousand acres; thence with his line N. 61½ E., 178 poles to a large poplar, white oak, and chestnut; N. 28 E., 40 poles to a hickory; N. 57 W., 33 poles to a hickory and dogwood; N. 47 W., 50 poles to an ash and dogwood on the branch; S. 53½ W., 153 poles to a red oak, white oak, and walnut; S 12 E., 80 poles to the beginning; together with all and singular the appurtenances thereunto belonging or in any wise appertaining. To have and to hold the said two tracts or parcels of land, with their appurtenances unto the said belonging or in any wise appertaining, unto the said Henry Hottle, his heirs and assigns, to the only proper use and behoof of him, the said Henry Hottle, his heirs and assigns, forever.

And the said Alexander Crawford and wife, for themselves, their heirs, executors, and administrators, do covenant with the said Henry Hottle, his heirs and assigns, that they, the said Alexander Crawford and wife, their heirs, executors, and administrators, the said two tracts or parcels of land, with their appurtenances, unto the said Henry Hottle, his heirs and assigns, against the claim or claims of them, the said Alexander Crawford and wife, and their heirs, and of all and every person or persons whatsoever, shall and will warrant and forever defend by these presents. In testimony whereof the said Alexander Crawford and wife have hereunto set their hands and seals the day and year first above written.

ALEXANDER CRAWFORD, [SEAL.]
MARY CRAWFORD. [SEAL.]

AUGUSTA COUNTY, *to wit:*

We, Lyttleton Waddell and Addison Waddell, justices of the peace in the county aforesaid, in the State of Virginia, do hereby certify, that Mary Crawford, the wife of Alexander Crawford, parties to the foregoing *date*, bearing date the 8th day of October, 1835, personally appeared before us, in our county aforesaid, and being examined by us privily and apart from her husband, and having the deed aforesaid fully explained to her, she, the said Mary Crawford, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and that she wished not to retract it.

Given under our hands and seals, this 26th day of October, 1835.

L. WADDELL, [SEAL.]
A. WADDELL. [SEAL.]

AUGUSTA COUNTY COURT CLERK'S OFFICE,
October the 12th, 1835.

This deed of bargain and sale from Alexander Crawford and Mary, his wife, to Henry Hottle, was this day presented in the clerk's office aforesaid, by the said Alexander Crawford, before me, Alexander R. St. Clair, deputy clerk of said court, and admitted to record together with the certificate of acknowledgment and privy examination of the said Mary thereon endorsed.

Teste: ALEX. R. ST. CLAIR, *D. C. A. C.*
Copy—Teste: JACOB K. STIBLING, *D. C.*

Exhibit Z.

This indenture, made the first day of May, in the year of our Lord one thousand eight hundred and twenty-nine, between Nancy Newman, James Eastham and Sally L., his wife, John Harrison and Elizabeth, his wife, James Masterson and Fanny, his wife, all of the State of Kentucky, by William Eastham, their agent and attorney in fact, and Robert Dennison and Nancy, his wife, of the State of Illinois, also

acting by the said William as their agent and attorney in fact, and the said William Eastham, acting in his own right, parties of the first part, and Alexander Crawford, of the county of Augusta, of the second part, witnesseth: that whereas Robert Eastham, late of the county of Augusta, departed this life, having first made and published his last will and testament, which is duly recorded in the county court of Augusta, whereby he devised the whole of his estate, both real and personal, to his sister, Hannah Eastham, as will more fully appear by reference to the said will; and whereas the said Hannah Eastham afterwards departed this life intestate and without issue, whereby the said William Eastham and the female parties of the first part became entitled to her estate, both real and personal, among which are the lands hereinafter described; the said Nancy Newman to one moiety of the same, being her sister, and the other females above named, together with the said William, to the other moiety, they being the children and representatives of Braxton Eastham, who was a brother to the said Hannah; and whereas the above named Nancy Newman, by a power of attorney, in writing, authorized her son, John Reed, to sell and convey the real estate hereafter conveyed, with authority to appoint any other agent or agents with the same authority; and whereas the said John Reed, by virtue of the authority aforesaid, by his power in writing, hath appointed the said William Eastham with like authority to sell and convey the interest of the said Nancy; and whereas, moreover, the said James Eastham and wife, John Harrison and wife, James Masterson and wife, Robert Dennison and wife, in like manner by their power of attorney, in writing, authorized the said William Eastham to sell and convey their respective interests in the land aforesaid, all which will more fully and at large appear by the said several powers of attorney, duly authenticated, and intended to be recorded in the county court of Augusta at the same time with these presents. Now, this indenture further witnesseth, that the said William Eastham, as attorney in fact as aforesaid, and in his own right, for and in consideration of the premises before recited, and in further consideration of the sum of six hundred dollars to him in hand paid, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Alexander Crawford, the following two tracts of land, situated in the county of Augusta, viz., one tract on the Little Calf Pasture river, containing one hundred and ninety acres, more or less, which was conveyed to the said Robert Eastham from Wm. Morrison and wife, and duly recorded in the county court of Augusta, and bounded as follows, to wit: beginning at a hickory on the top of a ridge, Timothy McNight and Daniel Meek's corner, and running with Meek's line N. 18 W., 14 poles to a white oak, N. 66 W., 225 poles, crossing the river to a black oak and white oak on the top of the hill; S. 67 W., 50 poles to 3 black oaks; S. 46 E., 128 poles to a walnut and sassafras; S. 56 E., 42 poles to the river, and down the courses of the river to a ford at the end of a lane; thence N. 30 W., 12 poles to a peach tree in the meadow; N. 41 W., 14 poles to a stake by a spring branch; S. 51 W., 14 poles crossing the branch

to a sugar tree at the foot of the hill; W. 66 poles to two white oaks on the side of the hill; thence NW. 86 poles to two chesnuts *oaks* on the top of the hill, on Robert *Cachen's* line; and with his line S. 26 W., 26 poles to between two white oaks and a chesnut oak; thence S. 46 E., 138 poles to a white oak on the side of a hill, Robert M'Cutchen's corner, and with his line S. 55 E., 44 poles to a white oak on a high bank, said M'Cutchen and McKnight's corner, and with McKnight's line N. 48 E., 280 poles crossing the river to the beginning. The second tract situated on the brown hill between Smith's creek and the little river waters of the Calf Pasture, containing one hundred acres, more or less, and being the same land which was conveyed by Joseph Surber and wife, to the said Robert Eastham, by a deed also duly recorded in the county court of Augusta, and bounded as follows, viz.: beginning at a forked white oak, corner to Beverley's patent for ten thousand acres; thence with his line N. 61½ E., 178 poles to a large poplar, white oak, and chesnut; N. 28 E., 40 poles to a hickory; N. 57 W., 33 poles to a hickory and dogwood; N. 47 W., 50 poles to an ash and dogwood on the branch; S. 51½ W., 163 poles to a red oak, white oak, and walnut; S. 12 E., 80 poles to the beginning; together with all and singular the appurtenances thereunto belonging or in any wise appertaining. To have and to hold the said two tracts of land with all the appurtenances thereunto belonging, unto the said Alexander Crawford, his heirs and assigns forever, to the only proper use and behoof of him, the said Alexander Crawford, his heirs and assigns forever. And the said William Eastham in his own right, and *has* attorney in fact for all the other parties of the first part, and his and their heirs, executors, and administrators, doth covenant with the said Alexander Crawford, his heirs and assigns, that he, the said William Eastham, in his own right, and in his character as attorney in fact as aforesaid, the said two tracts of land, with their appurtenances, unto the said Alexander Crawford, his heirs and assigns, will warrant and forever defend, against the claim or claims of him, the said William Eastham, and all the other parties of the first part, and their heirs, and of all and every person or persons whatsoever, by these presents.

In testimony whereof the said William Eastham, in his own right, and as attorney in fact as aforesaid, has hereunto set his and their hands and seals on the day and year first above written.

NANCY NEWMAN, [SEAL.]
JAMES EASTHAM, [SEAL.]
SALLY EASTHAM, [SEAL.]
JOHN HARRISON, [SEAL.]
ELIZABETH HARRISON, [SEAL.]
JAMES MASTERSON, [SEAL.]
FANNY MASTERSON, [SEAL.]
ROBERT DENNISON, [SEAL]
NANCY DENNISON, [SEAL.]
WILLIAM EASTHAM. [SEAL.]

2935.

AUGUSTA COUNTY COURT, *Clerk's office, May the* 1*st*, 1829.

This deed, from Nancy Newman and others, by William Eastham, their attorney in fact, and the said William Eastham to Alexander Crawford, was this day presented in the office aforesaid, and acknowledged by the said William Eastham on behalf of the grantors, and also in his own right, and admitted to record.

Teste: JEFFERSON KINNEY, *D. C.*

AUGUSTA COUNTY COURT, *May term*, 1829.

The acknowledgment of this deed being duly certified and reported to the court, the same is ordered to be entered on the minutes.

Teste: ERASMUS STRIBLING, *C. A. C.*

Copy.—Teste: JACOB K. STRIBLING, *D. C.*

Mr. Clarke's settlement.

Henry Hottle to Alexander Crawford, DR.

To your note, assigned by Robert Knowles to Henry Sterrett, and by Wm. Bradshaw to Joseph Gaylor, dated the 15th July, 1828, payable 5 years after date, but stated in the note to whom - - -	$25 00
To int. from ye 15th July, 1833, to ye 8th day of October, 1835 - - - - - - -	3 34½
To your note to Alex. Crawford, dated ye 15th Feb'y, 1831, payable on demand - - - -	300 00
To int. from 15th Feb'y, 1831, till ye 8th Oct., 1835	83 65
To your note dated ye 20th day of April, 1831, payable on demand - - - - - - -	130 00
To int. from 20th day of April, 1831, till ye 8th April, 1835 - - - - - - -	34 84
To your note dated ye 20th Aug., 1832, payable on demand - - - - - - -	80 00
To int. from ye 20th August, 1832, till ye 8th October, 1835 - - - - - - -	15 04
To your note dated ye 5th January, 1833, payable ye 1st Feb'y, following - - - - -	93 36
To int. from 1st Feb'y, 1833, till ye 8th October, 1835	15 06
To your note dated 10th April, 1834, payable on demand - - - - - - -	80 00
To int. from ye 10th April, 1834, till the 8th October, 1835 - - - - - - -	7 17⅓
To your note dated ye 7th Oct., 1834, payable on demand - - - - - - -	130 00
To int. from ye 7th Oct., 1834, till ye 8th Oct., 1835	7 82
To this sum paid Daniel Flesher, balance of your note to George Teaford, ye 8th Oct., 1835 - -	29 20
To this sum paid the same another note given by you to George Teaford, paid 8th Oct., 1835 - -	75 46

To your note dated 24th March, 1835, payable on demand - - - - - -		40 00
To int. from 24th March, till 8th Oct. 1835 - -		1 30
Amt. carried forward - - - -		$1,151 24½
Amt. brought forward - - - -		$1,151 24½
To your note dated ye 15th ,1835, payable on demand - - - - - - -		50 00
To int. from ye 15th Sept., 1835, till ye 8th Oct. following - - - - - -		20
To your note dated ye 10th January, 1835, payable 1st of January, 1836 - - - - 20 00		
Discount the int. from ye 8th Oct., 1835, till 1st January, 1836 - - - - 27⅓		19 72⅔
		$1,221 17¼
Add 5 years' int. on the 1st note of $25 00 on the preceding page, the int. having been calculated from the 15th July, 1833, instead of from the date of the said note - - - - - - -		7 50
		$1,228 07
Alexander Crawford having become the purchaser of Henry Hottle's mill and lands on the Middle river, become responsible to James Bell, esq., of a lien he holds on the said property, for the sum of - $1,318 00		
Int. from 8th March, 1833, till ye 8th October, 1835 - - - - 204 29		1,522 29
This sum, assumed by Alexander Crawford to be paid to Jacob Teaford, for which he also holds a lien on the said property - - - - - -		300 00
This sum, assumed by do. to be paid George Teaford, balance of purchase money for a part of said property, for the which he also holds a lien on a part of said property - - - - - -		448 00
This sum, being the price agreed on for two tracts of land on the Little Calf Pasture river, containing together 290 acres, conveyed by the said Alex. Crawford to the said Hottle by deed, dated the 8th Oct., 1835 -		2.000 00
		5,498 96
Amount brought forward - - -		5,498 96¼
This sum, assumed to pay Sam'l Clarke - -		19 47
		5,518 43¼
This sum, for which Alexander Crawford is bound as the security of the said Hottle to Jacob Teaford -		300 00

This sum, for which the said Crawford is bound as security to John Armstrong, supposed - - -	130 00
	5,948 43¼
Deduct the price of the mills and land on the Middle river, conveyed by the said Hottle to the said Crawford by deed bearing date the 8th day of Oct., 1835, including personal property in the said deed described	5,000 00
	948 43¼
Cash advanced by the said Crawford to said Hottle -	51 56¾
	1,000 00
Deduct this sum for discount on the sum of $448, to be paid George Teaford, as stated on the opposite page; the payments being $75 each year, from 1st Sept., 1836–'37–'38–'39 and 1840, and $73 the 1st Sept., 1841 - - - - - - -	90 94½
	$909 05½

On demand I promise to pay Alexander Crawford, his heirs or assigns, the above sum of nine hundred and nine dollars and five and a half cents, for value received; to which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents.

Witness my hand and seal, the 8th day of Oct., 1835.

HENRY HOTTEL. [SEAL.]

The following are the bonds referred to in foregoing petition, to wit:

No. 7.—$300.

On demand I promice to pay Alexander Crawford, or order, the full and just sum of three hundred dollars, for value received of him; to which I bind myself, my heirs, executors, administrators, firmly, for the true payment. Witness my hand and seal, this fifteenth of February, one thousand eight hundred and thirty-one.

HENRY HOTTEL. [SEAL.]

No. 6.—$130.

On demand I promice to pay Alexander Crawford the full and just sum of one hundred and thirty dollars, for value received of him; to which I bind myself, my heirs, executors, administrators, firmly, for the true payment. Witness my hand and seal this twentieth day of April, one thousand eight hundred and thirty-one.

HENRY HOTTEL. [SEAL.]

No. 5.

On demand I promice to pay Alexander Crawford, or order, the full and just sum of eighty dollars, for value received of him; to which I

bind myself, my heirs, executors, administrators, firmly, for the true payment. Witness my hand and seal, this twentieth day of August, one thousand eight hundred and thirty-two.

HENRY HOTTEL. [SEAL.]

This above obligation was given for one sorrel horse named Pete.

(Not marked.)

On or before the first day of February, I promice to pay W. Crawford the just and full sum of ninety three dollars and thirty-six *sents*, of lawful money of Virginia, as witness my hand and *sel*, this 5th day of *Janord*, 1833.

HENRY HOTTEL. [SEAL.]

No. 4.

On demand I promice to pay Alexander Crawford the just and full sum of eighty dollars, for value received of him; to which I bind myself, my heirs, executors, administrators, firmly, for the true payment. Witness my hand and seal, this tenth day of April, one thousand eight hundred and thirty-four.

HENRY HOTTEL. [SEAL.]

No 3.

On demand I promice to pay Alexander Crawford the full and just sum of one hundred and thirty dollars, for value received of him; to which I bind myself, my heirs, executors, administrators, firmly, for the true payment. Witness my hand and seal, this 7th day of October, 1834.

HENRY HOTTEL. [SEAL.]

No 2.

On demand I promicce to pay Alexander Crawford the just and full sum of forty dollars, for value received of him; to which I bind myself, my heirs, executors, administrators, firmly, for the true payment. Witness my hand and seal, this 24th day of March, 1835.

HENRY HOTTEL. [SEAL.]

No. 1.

On demand I promice to pay Alexander Crawford, or order, the full and just sum of fifty dollars, for value received of him; to which I bind myself, my heirs, executors, administrators, firmly, for the true payment. Witness my hand and seal, this 15th , 1835.

HENRY HOTTEL. [SEAL.]

Exhibit of judgments, &c.

VIRGINIA, *county court of Augusta.*

ABRAHAM MOWRY, adm'r of Philip Smallshoffer, dec'd, pl'ff, ag't HENRY HOTTEL, def't. } In debt.

Suit instituted on 12th February, 1829, to March ct., 1829.

Executed.—The obligation upon which the suit was founded is executed by defendant to plaintiff's intestate. In 1836, plea of non est factum pleaded; and judgment at May term, 1838, for plaintiff against defendant for $300 00 debt, with interest and costs.

J. KINNEY, *Cl'k.*

BENJAMIN T. REID, pl'ff,
vs.
HENRY HOTTEL, def't.

Superior court of law of Augusta county.

Capias issued the 7th day of May, 1835; judgment at November court, 1835, for two hundred and fifty dollars, with interest thereon from the 13th day of February, 1835, till paid, and costs, to wit:

BENJAMIN T. REID, for Addison Hyde, pl'ff,
vs.
SAME, defendant.
In debt.

Capias issued the 7th day of May, 1835; judgment at November term, 1835, for eighty-eight dollars and 81 cents, with interest thereon from the 30th day of March, 1835, till paid, and costs.

Extracts from execution book and process book.

Teste: C. M. LOVING, *D. C.*

In the county court of Augusta.

JOHN C. SOWERS, pl'ff,
vs.
HENRY HOTTEL, def't.
In debt.

Suit instituted on a single bill, dated Aug't 5th, 1835, payable one day after date; writ issued 28th March, 1837; and judgment confessed at March court, 1837, for $529 52, with interest and costs.

J. KINNEY, *Cl'k.*

(*Receipt for purchase money of slaves; the blanks occasioned by being burnt.*)

Received October 8, 1835, of Alexander Crawford, five hundred dollars, in full payment of a negro woman Susan, about six years of age, and her two children Lewis, Paul, four years of age, and months.

Witness,
R. H. HOLLAND.

HENRY HOTTEL.

Hottle to Churchman—Trust.

This indenture, made the 12th day of October, in the year of our Lord one thousand eight hundred and thirty-five, between Henry Hot-

tle and Eleanor, his wife, of the county of Augusta and State of Virginia, of the one part, and John Churchman, of the county and State aforesaid, of the other part, witnesseth: That whereas the said Henry Hottle stands justly indebted to the following persons, to wit: to Alexander Crawford, in the sum of nine hundred and nine dollars and five and a half cents, due by note bearing date the 8th day of October, 1835, payable on demand; to John C. Sowers, the sum of five hundred and twenty-nine dollars and 32 cents, by note dated the 5th day of August, 1835, payable one day after date; to John Shuey, the sum of eighty-seven dollars and fifty cents; to Robert Hamsbarger, the sum of $133; to William King, of Waynesborough, $85; to William Hauger, the sum of $87 50; for which four last mentioned claims these persons hold the said Henry Hottle's obligation, and which are believed to be for the several sums above stated; which said claims, together with the two claims first above mentioned, he, the said Henry Hottle, honestly desires to secure and pay to the said several obligees. Now, therefore, this indenture witnesseth, that the said Henry Hottle and Eleanor, his wife, for and in consideration of the premises, and for the further consideration of one dollar to them in hand paid by the said John Churchman, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said John Churchman, his heirs and assigns, two certain tracts or parcels of land, lying and being in the said county, on the Little Calf Pasture river; the first containing one hundred and ninety acres, and the second one hundred acres, be the same more or less; being the same two tracts or parcels of land which were conveyed by Alexander Crawford and wife to the said Henry Hottle, by deed bearing date the 8th day of October, 1835, and intended to be recorded in the county court office of Augusta; the metes and bounds of which said tracts will appear by reference to said deed, together with all and singular the appurtenances thereunto belonging or in any wise appertaining: To have and to hold the said two tracts or parcels of land, with their appurtenances, unto the said John Churchman, his heirs and assigns, forever.

And the said Henry Hottle and wife, for themselves, their heirs, executors, and administrators, do covenant with the said John Churchman, his heirs and assigns, that they, said Henry Hottle and wife, their heirs, executors, and administrators, the said two tracts or parcels of land, with their appurtenances, unto the said John Churchman, his heirs and assigns, against the claims of them, the said Henry Hottle and wife, and their heirs, and all and every person or persons whatsoever, shall and will warrant and forever defend by these presents. Upon trust, nevertheless, that in case the said Henry Hottle, his heirs, executors, or administrators, shall fail to pay the aforesaid claims to the persons to whom payable, or to their assigns, with all the interest which may have accrued thereon, on or before the first day of March, 1836, it may and shall be lawful for the said John Churchman, his executors or administrators, as soon as conveniently he or they can after the first day of March, 1836, if required by the said creditors or by any one

2938.

of them, or by the said Henry Hottle, or by either of their legal representatives, first having advertised the time and place of sale of the said two tracts of land, to proceed to sell the same at public auction to the highest bidder, on the following terms, to wit, one half of the purchase money to be paid in hand, and the residue in two equal annual payments thereafter, to be well secured, and out of the proceeds of the said sale, in the first place to pay all the reasonable costs incurred in executing this trust, including the expense of recording the same, and then the aforesaid debts in the following order, to wit: first, that due to the said Alexander Crawford, with the interest thereon. Secondly, that due to the said John C. Sowers, with its interest; and thirdly, if said lands shall not sell for a sum sufficient, after the payment of the said claims to the said Crawford and Sowers, to satisfy the residue of said claims, the balance, whatever it may be, shall be apportioned between the remaining creditors hereinafter named, according to the amount of their respective claims; but if the proceeds of the said sale shall exceed the sum necessary to satisfy all the aforesaid claims and interest thereon, then any residue that may remain is to be paid over to the said Henry Hottle, to such other person or persons as may be legally entitled to receive the same.

In testimony whereof the said Henry Hottle and wife, and the said John Churchman, have hereunto set their hands and seals the day and year first above written.

HENRY HOTTLE, [SEAL.]
ELEANOR HOTTLE. [SEAL.]
JOHN CHURCHMAN. [SEAL.]

AUGUSTA COUNTY, *to wit:*

We, Littleton Waddell and Addison Waddell, justices of the peace in the county aforesaid, in the State of Virginia, do hereby certify, that Eleanor Hottle, the wife of Henry Hottle, party to the foregoing deed, bearing date the 12th day of October, 1835, personally appeared before us in our county aforesaid, and being examined by us privily and apart from her husband, and having the deed aforesaid fully explained to her, she, the said Eleanor Hottle, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and that she wished not to retract it.

Given under our hands and seals, this 26th day of October, 1835.

L. WADDELL. [SEAL.]
A. WADDELL. [SEAL.]

AUGUSTA COUNTY COURT,

Clerk's office, October 12th, 1835.

This deed, from Henry Hottle and Eleanor, his wife, to John Churchman, in trust for Alexander Crawford and others, was this day presented in the office aforesaid, and acknowledged before me, Alexander R. St. Clair, deputy clerk of the said county court, by the said Henry Hottle, and admitted to record as to him.

And in the office aforesaid, October the 16th, 1835, the same was farther acknowledged by the said John Churchman, before me, deputy clerk of said court, and admitted to record as to him.

Teste: ALEX. R. ST. CLAIR, *D. C. A. C.*

At a court continued and held for Augusta county, October 27, 1835.

A certificate of the privy examination and relinquishment of dower of Eleanor Hottle, wife of Henry Hottle, annexed to a deed from the said Hottle and wife to John Churchman, in trust for Alexander Crawford, was presented in court and ordered to be recorded.

Teste: JEFFERSON KENNEY, *Clerk.*

Copy—Teste: JACOB K. STRIBLING, *D. C.*

Churchman to Crawford—Deed.

This indenture, made the 4th day of June, in the year of our Lord one thousand eight hundred and forty-two, between John Churchman, of the county of Augusta, and State of Virginia, of the one part, and Alexander Crawford, of the county and State aforesaid, of the other part, witnesseth: that whereas Henry Hottle and wife did, on the 12th day of October, in the year one thousand eight hundred and thirty-five, execute a deed to the said John Churchman, thereby conveying to him in trust the two tracts of land hereinafter described, in order to secure the payment of certain debts therein specified, as will appear by the said deed of record in the county court office of Augusta. And whereas the said John Churchman, in pursuance of the authority vested in him by the said deed, having given due notice of the time and place of sale in the Staunton Spectator, did, on the 4th Monday in April, 1836, expose the lands embraced by the said deed to sale at public auction, in the town of Staunton, at which sale the said Alexander Crawford being the highest bidder, became the purchaser at the price of nine hundred and twenty dollars. Now, therefore, this indenture witnesseth, that the said John Churchman, for and in consideration of the sum of nine hundred and twenty dollars, which sum was permitted to remain in the hands of the said Crawford, he being the principal creditor and entitled by the provisions of the trust, be paid, hath granted, bargained and sold, and by these presents, and by virtue of the deed of trust aforesaid, doth grant, bargain, and sell, unto the said Alexander Crawford, his heirs and assigns, two certain tracts or parcels of land, lying and being in the said county, on the Little Calf Pasture river; the first containing one hundred and ninety acres, and the second one hundred acres, be the same more or less; and being the same two tracts or parcels of land embraced by the deed of trust aforesaid, together with all and singular the appurtenances thereunto belonging or in any wise appertaining; to have and to hold the said two tracts or parcels of land, with their appurtenances, unto the said Alexander Crawford, his heirs and assigns, to the only proper use and behoof of him, the said Alexander Crawford, his heirs and assigns forever; and

the said John Churchman, for himself, his heirs, executors, and administrators, doth covenant with the said Alexander Crawford, his heirs and assigns, that the said John Churchman, his heirs, executors, and administrators, the said two tracts or parcels of land, with their appurtenances, unto the said Alexander Crawford, his heirs and assigns, against the claim or claims of him, the said John Churchman, and his heirs, and all and every person or persons whatsoever, claiming under him and him only, shall and will warrant and forever defend by these presents, it being distinctly understood that he is not to be in any other manner whatsoever responsible.

In testimony whereof the said John Churchman hath hereunto set his hand and seal on the day and year first above written.

JOHN CHURCHMAN. [SEAL.]

Note. The words "being the highest bidder" and the words "shall and will warrant and forever defend by these presents," interlined before signed.

AUGUSTA COUNTY COURT, CLERK'S OFFICE,
June the 4th, 1842.

This deed, from John Churchman, trustee, &c., to Alexander Crawford, was this day presented in the office aforesaid, and acknowledged by the said John Churchman before me, deputy clerk of said county, and admitted to record.

Teste: JACOB K. STRIBLING, *D. C. A. C.*
Copy teste: JACOB K. STRIBLING, *D. C.*

And [at] another term of said court, to wit, at a district court of the United States for the western district of Virginia, at Staunton, the fifth day of May, in the year one thousand eight hundred and forty-five, this order was made:

Order awarding rule.

On motion of the petitioner, by his attorney, it is ordered that a rule be awarded against Alexander Crawford, returnable here, &c., to the seventh day of this month, to show cause, if any he can, why an attachment shall not be awarded against him for neglecting to answer the petition filed against him in this matter, and further to do and receive what this court shall in that part consider.

Which rule, issued in pursuance of the foregoing order, with the return thereon made, is in these words:

Rule.

"The President of the United States of America, to the marshal of the western district of Virginia, greeting:

You are hereby commanded to summon Alexander Crawford to appear before the judge of the court of the United States for the western district of Virginia, at Staunton, on the 7th day of this month, to show cause, if any he can, why an attachment shall not be awarded

against him for neglecting to answer a petition filed against him by James Points, assignee of Henry Hottle, in this court, and further to do and receive what our said court shall in that part consider, and have then there this rule; and this he shall in no wise omit under the penalty of 333⅓ dollars.

Witness the honorable Isaac S. Pennybacker, judge of the district court of the United States for the western district of Virginia, at Staunton, this 5th day of May, 1845, and in the 69th year of the independence of the United States of America.

[SEAL.]

R. W. MOORE,
Clerk of the U. S., W. D. of Va."

Return.

"Executed.

JAMES POINTS, *marshal.*"

And on the said seventh day of the month aforesaid, and in the year last aforesaid, at and in the court aforesaid, this order was entered:

Leave to file answer.

The rule awarded in this matter having been returned executed, and the defendant, Crawford, appearing to answer thereto, on his motion, by his counsel, he hath leave to file his answer to the petition, which is accordingly done; and thereupon the said rule is discharged; and on the motion of Henry Hottle, he hath leave given him to file an answer to said petition, provided he does so in the space of thirty days."

Which answer of the defendant, Alexander Crawford, is in the words and figures following, that is to say:

Answer of Alexander Crawford.

The separate answer of Alexander Crawford to the petition of James Points, assignee in bankruptcy, &c., filed against him and another in the district court of the United States, for the western district of Virginia.

Your respondent, saving and reserving to himself the full benefit of all proper exceptions to said petition, for answer thereto saith: that a certain John C. Sowers, Benj. T. Reed, Jefferson Kinney, and Will. B. Kayser, who filed objections to the discharge of said Hottel as a bankrupt, were the prime movers and instigators of this proceeding; that about the close of the year 1842 they sued out executions against the property of said Hottel, and caused them to levy on the negroes referred to in said petition, and your respondent was compelled to file a bill against them in the circuit superior court of law and chancery for Augusta county, to enjoin the sale of said negroes under said executions; answers have been filed, testimony taken, and said cause is now pending in said court, where the true question in issue is precisely

the same sought to be raised by said petition, whether said Hottel or your respondent is the rightful owner of said negroes; your respondent is advised that this court has not exclusive, but only concurrent, jurisdiction with said circuit superior court, and that your honor will not take cognizance of a subject matter in controversy in reference to which the jurisdiction of a competent tribunal had already attached.

In relation to the proceedings which have been had on the petition of said Hottel, your respondent must refer to the records of the court.

It is not true that your respondent has hindered or prevented said Points from taking possession of the property belonging to said Hottel; your respondent has not in possession, nor does he in any manner set up a claim to, any property, real or personal, rights or credits, belonging to said Hottel; your respondent does not now hold, nor has he ever held, any property, money, or any other thing, in trust or otherwise, which the said Points, or the said Hottel, or any other person claiming under him, could of right, legally, equitably, or morally, demand or recover of him.

The said Hottel, up to the 8th October, 1835, had held possession of a small tract of land, lying on Middle river, in said county of Augusta, with a merchant mill and other improvements thereon; he had also been the owner of these negroes, and then held in possession, not a large and valuable stock, as charged, but some horses, a few cattle, and such household and kitchen furniture as was necessary for a small family, and a few farming utensils It is true that said Hottel was then embarrassed, but it is not true that his property, rights, and credits, at their fair value, would have greatly more than discharged all his just debts. It is true that your respondent married the only child of said Hottel; and he believes this fact, certainly wholly indifferent in itself, is the whole and sole foundation upon which the groundless suspicions of those who have instigated this proceeding rest. It is not true as alleged that your respondent was destitute of means; he had been successfully engaged in business for several years as a farmer and dealer in cattle; his father had died a few years before, leaving him a valuable grazing farm, with some negroes and stock; and in addition to this your respondent was the acting executor of his father's estate, and in that capacity had the control of a large amount of money. Your respondent has no knowledge whatever of said Hottel having been offered $6,000 for his mill property. It is true that, in the year 1833, he contracted for the sale of said property to Benjamin T. Reed at the price of $5,500; see contract marked X, filed by the defendant in said suit in circuit superior court of Augusta; it will be seen, from an inspection of said contract, that said Reed bound himself to pay said Hottel 2,500, in due paper, on the first of March, in part of the purchase money; at the time of making said contract he represented the due paper as being in large bonds on responsible men, and named them. The property had been previously incumbered by said Hottel to an amount probably equal to the payment that was expected from said Reed. Reed was placed in possession, and when the time arrived for making the payment,

instead of making the payment with the bonds he had named, insisted upon paying said Hottel in a great number of small claims on other persons, consisting of notes, accounts, clerk's tickets, &c., scattered over several counties; this kind of pay said Hottel refused; but said Reed had the advantage by the terms of said contract, and being in the possession and enjoyment of said property, and said Hottel knowing that the kind of pay which the said Reed insisted upon making would be almost entirely unavailing, and that if he accepted it he would not therewith be enabled to discharge the incumbrances on said property, and in all probability a sale of said property would be forced by his creditors, had no other alternative but to submit to the enormous sacrifice of paying said Reed $500 for a rue bargain, and thereby avoid for the time utter ruin; this was in the spring of the year 1834, and are briefly the facts of the transaction between said Hottel and Reed, as your respondent has understood them. Your respondent has always understood that said Hottel purchased said property without the means of paying for it; he incurred great expense in the repairs and fitting it up; and had been engaged for many years in the business of wagoning, trading, and speculating; but instead of relieving himself from his debts, his embarrassments increased upon him. Not long after the marriage of your respondent, said Hottel applied to borrow money; he loaned him $300; and afterwards, on the various applications of said Hottel up to the fall of the year 1835, sold him horses and loaned him other moneys, amounting in all to a considerable sum. After said Hottel had regained possession of his property from said Reed, he offered it for sale to a number of persons at the price of $5,000; not being able to effect a sale, he then offered it to your respondent; not being desirous of owning property of that description, and not feeling himself able to make the purchase, your respondent declined. Afterwards, he was urged several times by said Hottel to make said purchase; but it was not until the fall of 1835, and after your respondent had learned the great embarrassment of said Hottel, and the absolute necessity for a sale of said property, that he consented to purchase, and then not with the fraudulent purpose charged in the petition, but with the view of preventing a ruinous sacrifice.

For some of the first dealings between said Hottel and your respondent bonds were taken; the latter dealings were evidenced by memorandums made by your respondent in an old book, the bonds having become very much worn and defaced; some short time before the 8th October, 1835; and with a view to a settlement between said Hottel and your respondent, the seven bonds specially set forth by the petition were all prepared at the same time, corresponding with the old bonds, and the account of the other dealings kept by your respondent, bearing the dates of the respective transactions; and after they were executed by said Hottel the old bonds were surrendered and destroyed. Every dollar embraced by said bonds was justly due your respondent. It is not true that said bonds were fictitious or conceived in fraud; nor is it true that the fact of their being executed at the same time was carefully concealed by your respondent; he well knew that the whole of the transaction between said Hottel and himself was fair and just; he

had, therefore, nothing to conceal in relation to it; and as said bonds were intended as preparatory to a settlement, your respondent thought it more prudent, and that it would be even more satisfactory to the creditors of said Hottel should they desire information on the subject, that each separate transaction should be evidenced by a bond, and that your respondent would be enabled to speak of the consideration of each, rather than all the transactions should be added together, and one bond executed for the aggregate.

Your respondent agreed to pay the price of $5,000 for said mill property, and the personal property embraced in the deed to him; which was old and much worn, and did not exceed in value $350. The incumbrances which were then upon said property, amounting to about $2,300, were to be first paid off; and then your respondent was to retain the debt due him from said Hottel, including several sums of money which he had paid as security for said Hottel, and several debts for which he was bound as security; said Hottel agreeing to take in part of the purchase money for said property a tract of land lying on the Little Calf Pasture river, in said county of Augusta, containing 290 acres, at the price of $2,000. With this understanding, your respondent and said Hottel did, on the 8th October, 1835, go to Staunton, and procure the services of Mr. S. Clark to make a settlement between them, and carry into effect their agreement. They placed said Clark in possession of all the papers, and after a fair investigation he made a settlement, the result of which will be seen by reference to a paper marked No. 1, and referred to by the petitioner. Your respondent denies that there was any fraud or concealment in said settlement, or that there was any intention even to perpetrate a fraud on said Hottel or his creditors on the other hand; said settlement was full, fair, and just, and of this opinion was said Clark at the time; and from his depositions recently taken in said cause, pending in the circuit superior court, it will appear that his suspicions even had not yet been excited as to the fairness of the transactions. It is true that said Clark is a highly honorable man, and possesses great purity of character; in addition to this, he is an experienced accountant; but the petitioner or his prompters seem to object to him on this account as wholly unfit to make the settlement referred to. Would they have had the settlement made by a dishonorable unprincipled individual? Suppose your respondent had selected such an one, would they have ever ceased to proclaim that fact in itself the most conclusive badge of fraud? It is true said Clark never suspected, or doubted the fairness of said settlement; it has been reserved, however, for the instigators of this proceeding, who are not so honorable and so pure, to make the discovery that it is a piece of gross fraud upon the creditors of said Hottel. They of course are the better qualified to judge of this matter as they come to scrutinize the transaction with the most disinterested motives and the most unjaundiced vision.

The credits for $25, for $93 36, for $29 20, and for $75 46, were properly allowed your respondent in said settlement; they were debts

justly due from said Hottel, and were paid by your respondent for him, as will appear by an examination of the evidence upon which said credits were allowed. He was also entitled to the credit for $20 which will more clearly appear when your respondent comes to speak of his purchase of slaves Susan and her two children. The credit for $51 56¾ is likewise just. Said Hottel being extremely hard pressed for money, your respondent has a distinct recollection of having borrowed fifty dollars of John Churchman in order to enable him to advance that sum to said Hottel.

It is true that said Hottel was charged with $2,000, the price agreed on for the 290 acres of land. But it is alleged that it cost the father of your respondent only $600 in the year 1829. What of that? At that time the land was comparatively unimproved; since that time, and before 1835, it had been cleared out, the buildings repaired, a new barn erected, and altogether greatly improved. It is not true, therefore, that at the time of the sale to said Hottel said tract of land was not worth more than $800 or $900. Your respondent has established, by the testimony of Berry, Woodward, and McKnight, three of the defendant's witnesses in said cause, that said land was worth from $1,500 to $1,650; and he most conscientiously believed, and still thinks, that $2,000 was nothing more than a fair price; this will appear more reasonable when it is recollected that, by the terms of your respondent's purchase from said Hottel, his down payment was equivalent to upwards of $4000 in cash.

It is true that there was a balance of $909 05½ due your respondent by said settlement, and that said Hottel and wife conveyed said tract of land to John Churchman in trust to secure said balance and debts due to other persons; but said petitioner complains that your respondent was first provided for by said trust. Was there any thing unreasonable in this? Said balance was properly a part of the purchase money due your respondent; and with what pretence of right could the other creditors of said Hottel insist upon an application of the proceeds of said land to their debts, until your respondent should be paid the purchase money? It is true that said land was afterwards sold by said Churchman under said trust deed, not on the premises, but in the town of Staunton, and knocked down to your respondent at a great sacrifice; but for this your respondent surely ought not to be held responsible. He did nothing to prevent competition; on the other hand, the terms of said trust deed required a cash sale; he made known to the trustee and bystanders, and he thinks to the other creditors named in said trust deed, his willingness that said land should be sold on a credit, in order that a larger sum should be realized for it. Your respondent was interested only to the extent of his debt, and having bid the land to that amount, there certainly was no obligation on him to run it up in order that the other creditors might receive their debts; some, if not all of them, were present at the sale, and have no right to complain, if your respondent did decline doing that for them which they refused to do for themselves.

It is true that your respondent set up a claim to slave Susan and her two children, but he denies that the nature of his claim was not known. The facts in relation to his purchase of said slaves are these: In the summer or fall of the year 1834, the debts of said Hottel pressing heavily upon him, he found it necessary to sell said slaves, and offered them at $500; your respondent considering that a fair price, and feeling some solicitude that they should not be sold to a trader, agreed to purchase them. He took possession of them at the time, and then, or shortly afterwards, paid said Hottel $300 in part of the purchase money; in a few months he made other payments; and on the 8th October, 1835, in the presence of a certain Ro. H Holland, he paid the remaining fifty dollars, at which time said Hottel executed a receipt for the whole purchase money; it was witnessed by said Holland, and delivered to your respondent. Some time after said purchase said Hottel caused a bill of sale for said negroes to be prepared, and on the 6th July, 1835, executed it, and delivered that also to your respondent. Said receipt and bill of sale remained in the possession of your respondent until objections were filed to the discharge of said Hottel as a bankrupt, when being applied to for them by said Hottel, who told your respondent that his counsel wished to see them, they were handed to said Hottel in order that they might be submitted to his counsel. But by thus surrendering said papers your respondent did not intend to waive, release, or in any way prejudice his right to said slaves. After your respondent had made said purchase, and taken possession of said slaves, owing to the very delicate state of Mrs. Hottel's health, he was induced to return said slaves to said Hottel on a contract of hire, which is evidenced by the bond for $20, referred to by the petitioner, and charged to said Hottel in said settlement. Your respondent had no hesitation in the belief that the services of said slaves for the year 1835 were worth said sum of $20.

In the fall of the year 1835 John Churchman, acting as trustee and as deputy sheriff, sold all the property of which said Hottel was then possessed; the time of sale, and the extent of the property sold, will more satisfactorily appear from the depositions of said Churchman, taken and filed in said cause, pending in said circuit superior court.

After said Hottel and wife, who are aged and feeble, had thus been deprived of their property, and left destitute, and without the means of support—every thing having been sold, even down to their cabbages and crout—standing in the relation that your respondent did, the appeal that their dependent condition made to his generosity and filial duty, was too powerful to be resisted, and he was constrained to step forward and relieve their wants and supply their necessities. He removed them to a small farm, which he then had rented, adjoining his own, where they remained until 1837, about which time your respondent purchased of a certain Joseph Brown a tract of land with a small sulphur spring thereon, which was resorted to in the summer for its medical qualities. Your respondent provided all the furniture, furnished all the provisions from time to time, and supplied the necessary labor

and assistance to accommodate visiters to said springs, and placed said Hottel in possession in the capacity of a superintendent and agent; said springs property being situated about one mile from your respondent's residence, he furnished the hands and worked it in common with his home farm, and received the profits arising from it, as well as from the accommodation of visiters at the springs.

Owing to the advanced age of said Hottel, and his want of stability, together with a peculiar fondness for driving a wagon and dealing in horses, which he had indulged greatly to his own injury, your respondent had to direct and control the general management of said springs property. The services of said Hottel as agent for your respondent were worth but little, and could not, upon an extravagant estimate, exceed the expense of feeding, clothing, and taking care of him and his wife, to all of which your respondent was and continues to be subjected. In this way said property was held and managed from the date of its purchase up the present time. The health of Mrs. Hottel continuing very delicate, your respondent occasionally sent said slave Susan to her assistance, where she and her children remained a portion of their time. This was nothing more than an act of justice in your respondent, as several of his children were almost constantly at said Hottel's, where they were sent to school. Your respondent never, however, supposed that he had thereby, for the time even, divested himself of the actual possession of said slaves; he was not only the owner, and in possession of said springs property, but was the bona fide owner, and in actual possession, of every article of property on said farm. Said Hottel owning nothing, nor did he claim any thing; and whatever he done, or whatever control he exercised over said property was in the capacity of agent for your respondent.

It is not true, as charged, "that there was a secret and fraudulent understanding and contract between said Hottel and your respondent, that your respondent should hold in trust for said Hottel a large amount, or two thousand dollars, of the purchase money of the land, mill, and personal property, and account to said Hottel for it; and that your respondent had so held and accounted for the interest ever since." Your respondent never has, at any time, held any money, property, or any other thing, in trust for said Hottle.

Having answered, your respondent prays to be hence dismissed with his costs in this behalf expended. And, as in duty bound, he will ever pray, &c.

AUGUSTA COUNTY, *to wit:*

This day Alexander Crawford made oath before me, a justice of the peace for said county, that the matters and things in the foregoing answer, so far as stated on his own information, are true; and those stated on the information of others he believes to be true.

Given under my hand, this 7th day of May, 1845.

A. WADDEL.

2963.

The following are copies of the papers depending in the cause in the circuit superior court of law and chancery for Augusta county, referred to in the foregoing answer, and in other papers of the cause, to wit:

Bill.

To the honorable Lucas P. Thompson, judge of the circuit superior court of law and chancery for Augusta county.

Your orator, Alexander Crawford, of said county of Augusta, humbly complaining, sheweth unto your honor, that eight or ten years since Henry Hottel, the father-in-law of your orator, became very much embarrassed, and in order to pay his debts was compelled to part with all his property, real and personal. About this time, to wit, on the day of , your orator purchased of said Hottel a favorite slave, named Susan, with two infant children, named Paul and Lewis, at the price of five hundred dollars. which was paid, see a receipt here exhibited as a part of this bill, marked No. 1; at the time of said purchase your orator took possession of said slaves, and has held them ever since; all of the property of said Hottel having been sold by the officers, and under trust deeds, he was left in a destitute and dependant condition, and your orator having married his only child, felt it a duty incumbent upon him to provide for the necessities and wants of said Hottel and his wife, who were far advanced in life; he accordingly removed them to a farm adjoining his own, which your orator then had rented, where they remained until the year 1837, when your orator having purchased a tract of land adjoining, upon which there is a sulphur spring, resorted to in the summer season by persons for the benefit of their health, said Hottel was placed in the possession of said property, not as the owner or as a tenant, but as the agent and manager of your orator. Your orator provided all the furniture of every description for house and kitchen, furnished all the provisions, groceries, and grain, and supplied all the labor and assistance, to enable said Hottel to accom[m]odate visiters to said springs, and operate said farm for and on account of your orator, who regularly received the profits accruing from the same; in this way said property was held and managed from the date of your orator's purchase up to the present time. To enable Mrs. Hottel, whose health has been very feeble, to get on with her domestic concerns, your orator occasionally sent said slave Susan to her assistance, where her and her children remained a good portion of their time. This was nothing more than an act of justice in your orator, as several of his children were almost constantly at said Hottel's, where they were sent to school. But your orator never supposed that he had thereby, for the time, divested himself of the actual possession of said slaves, when he was not only the owner and in possession of said farm, but was the bona fide owner and in actual possession of every article of property upon it; the said Hottel acting only in the capacity of an overseer for your orator.

Said slaves have increased to six in number, and would now probably command in market the following prices: Susan $250, Paul $200, Lewis $175. Margaret $150, John $100, and an infant, about 9 months of age, $75. Some short time since, and while your orator was absent from home on a trip to Scottsville, the following executions were sued out against the goods and chattels of said Henry Hottel: one in the name of Abraham Mowry, administrator of Philip Smallshoffer, deceased, for $300, with interest from 7th November, 1823, and costs; one in the name of John C. Sowers for $529.52, with interest from 6th August, 1835, and costs; and two in the name of Benjamin T. Reed, one for $88.81 cents, with interest from 30th March, 1835, and costs, and the other for $250, with interest from 13th February, 1835, and costs; the two first issued from the county court of Augusta county, and the two last from this court, directed to the sheriff of Augusta county, and were placed in the hands of Moses H. McCue, one of the deputy sheriffs, who on the 22d December last went to the house where said Hottel resides to levy said executions; on arriving there he declared his intention of seizing said slaves by virtue of said executions, and to bring them to the town of Staunton, a distance of about eighteen miles; against which said Hottel protested, on the ground that said slaves did not belong to him, but were in fact the property of your orator; said McCue, however, persisted, and the weather being extremely cold, and some of the children not having received their winter clothes, said Hottle became alarmed for their safety, and being ignorant as to what course he should take, appealed to said McCue to know what he should or could do to prevent their exposure to the cold. Said McCue advised the giving of forthcoming bonds; to which said Hottle objected, as a cause that would or might operate against the rights of your orator; but upon being assured by said McCue in the most positive and confident manner that the rights of your orator to said slaves would not, in the slightest degree, be prejudiced thereby, said Hottel went and got John Lockridge, Archibald Armstrong, and Jacob Kunkle, three of his neighbors, to unite with him in two forthcoming bonds on the two first named executions, conditioned for the forthcoming and delivery of said slaves to said sheriff, at the court house of said county, on the fourth Monday in January, 1843, then to be sold under said executions. The only motive of the parties in giving said forthcoming bonds was to prevent the suffering to which said slaves would have been exposed by a removal of them in such inclement weather.

Your orator has been informed, and charges, that said McCue did not levy either of said executions on any one of said slaves; that Susan and her two youngest children were at the time at the dwelling-house of your orator, where they had constantly been for several months previous, and were not seen at all by said McCue. The other three were temporarily at the house where said Hottel resides; the boys Paul and Lewis were sent there by your orator to assist in feeding his stock in the absence of Joe, the regular hand, who was with your orator as a

wagoner; said boys and Margaret, who accompanied her brothers to said Hottel's, may have been seen by said McCue, but it was at a distance; and from the information your orator has received, he charges that said McCue never levied said executions on said slaves at all.

Your orator is the bona fide owner of said family of slaves; they are slaves of good character *an* fine qualities, to whom your orator is much attached, and in the estimation of your orator have a peculiar value, for which he could not be compensated by any damages which a jury might award. Your orator is advised that in order to release the said securities in said forthcoming bonds from the liability which they so generously incurred, said slaves must be delivered to the sheriff of Augusta county on the fourth Monday of January, 1843, at the court-house of said county, and without the equitable interposition of this honorable court they will be sold under said executions as the property of said Hottel, and may be thereby forever lost to your orator.

All of which actings and doings on the part of said creditors of Hottel and said sheriff are contrary to equity and good conscience, and tend greatly to the injury and oppression of your orator. In tender consideration whereof, and as your orator is without relief except in a court of equity, he prays that said plaintiffs in said executions, and said McCue, and their agents and servants, may be perpetually stayed and enjoined from all further proceeding upon said executions or forthcoming bonds to sell said slaves, and that your orator may be quieted in the possession of the same. To that end, therefore, your orator prays that said Abraham Mowry, administrator of Philip Smallshoffer, deceased, John C. Sowers, Benjamin T Reed, and Moses H. McCue, may be made defendants to this bill, and compelled to answer the same on their corporal oaths to the best of their knowledge and belief. And that your orator may have such other and further relief as his case may require, and that the Commonwealth's writ of subpœna with injunction may be awarded and directed, &c. And, as in duty bound, he will ever pray.

AUGUSTA COUNTY, *to wit:*

This day Alexander Crawford personally appeared before me, a justice of peace for said county, and made oath that the facts set forth in the foregoing bill are true to the best of his knowledge and belief.

Given under my hand this 2d day of January, 1843.

JACOB BAYLOR.

Upon which is an endorsement in the words and figures following, to wit:

January 2, 1843.

Injunction awarded as prayed, upon plaintiff's entering into bond with sufficient security, payable to the defendants, in the penalty of $1,500, and conditioned to have the slaves, in the bill mentioned, forthcoming to abide the future decree of the court in the premises, and for the payment of costs and damages in case the injunction shall be dissolved.

LUCAS P. THOMPSON.

Answer of Kayser and Kinney.

The joint answer of William B. Kayser and Jefferson Kinney (admitted defendants by leave of the court) to a bill of complaint exhibited in the circuit superior court of law and chancery for Augusta [county,] by Alexander Crawford against Abraham Mowry, administrator of Philip Smallshoffer, and others.

These respondents, saving all proper exceptions to the plaintiff's bill, for answer say, that on the day of , in the year 18 , they purchased of said Mowry, administrator as aforesaid, the whole benefit of his claim, then in suit in the county court of Augusta, against Henry Hottel, which was then for a full and valuable consideration transferred to this respondent Kayser, but for the joint and equal benefit of both these respondents. A copy of said transfer is here exhibited as part of this answer, marked W. The judgment was subsequently obtained on said claim, and the execution named in the bill as having issued in the name of Smallshoffer's administrator against said Hottel, issued on said judgment, and is therefore for the benefit of these respondents These respondents further answering say, that about August, 1830, the plaintiff intermarried with the daughter and only child of said Henry Hottel; that previous to the date of said marriage Henry Hottle had always been independent and comparatively wealthy, the owner of a valuable mill within about five or six miles of Staunton, of a considerable tract of land, on which said mill was situated, and which was also valuable, and of a large and valuable personal property, consisting of negroes, horses, wagons, stock of every kind, and household and kitchen furniture, and farming utensils. Few men in this country were considered more solvent or in easier circumstances up to the date of said intermarriage, and, indeed, for a considerable time after. In the year 1829, the suit was instituted by said Smallshoffer's administrator, which resulted in said judgment at the May term, 1838, of the county court of Augusta; a judgment was recovered, the said Hottle having made the most obstinate resistance, having pleaded non est factum, endeavored when he failed in that plea to prove payment, and having repeated[ly] during the progress of the suit declared he never would pay the claim though the plaintiff should succeed in recovering a judgment. Your respondents have little doubt that his aversion to the payment of this claim was one of the causes which moved the said Hottle, about the fall of the year 1835, to enter into the fraudulent combination with the plaintiff hereafter to be mentioned. There was another cause, as they believe and charge, besides this. Their co-defendant Reed, about a year or two prior to October, 1835, had contracted with said Hottle to purchase his mill and farm on Middle river at the price of $5,000. What had induced Hottle to consent to take that price for that property your respondents know not, but they believe and charge that he had always estimated it much higher; and very soon after making the contract with Reed at $5,000, he became very much discontented with the sale, and was never satisfied until Reed

2945

consented that if Hottle would pay him $500 for a rue bargain he would rescind the contract. This Hottle did, and your respondents understand that the executions in the bill mentioned in favor of Reed are for a balance due of said $500, agreed to be paid for a recision of said contract, which was rescinded accordingly.

According to the said Hottel's loose code of morals, the fact that he did not consider a debt just or equitable was sufficient to justify any means of avoiding its payment; and looking on this debt of Reed's as without sufficient consideration, he determined at once not to pay it, and set himself to devise how the payment of that and the Smallshoffer debt could be evaded. To assist him in this laudable enterprise he found the plaintiff easy to persuade, particularly since he, according to the most plausible scheme they could adopt, was to be made the recipient of the large property of said Hottel, and its cover from the creditors. Said Crawford was himself possessed of small means—having, so far as is known, accumulated nothing himself, and being but one of numerous children of his father, from whom he obtained no money, but a share of land and some personal property. Being a thriftless man, without means of his own, to the astonishment of every one, in October, 1835, just in time to prevent the lien of Reed's judgment, which was to be obtained at the November term of that year, and during the vigorous prosecution of your respondent's suit in the county court, said plaintiff suddenly becomes the ostensible owner of Hottle's mill and farm, together with the whole of his personal property. The said land and mill, which a year or two before Hottle had agreed to sell to Reed for $5,000, and for the avoidance of that contract had agreed to pay Reed $500, thus estimating it worth at least $5,500, he sells and conveys to said Crawford on the 8th of October, 1835, together with a wagon and 4 horses and their harness, five cows, three barshare ploughs, a harrow, and all the corn, wheat, and rye then growing on the farm. except the interest of one Sam'l Fitch, a cropper in said grain, for the nominal price of $5,000; see copy of deed of conveyance from Hottle and wife to plaintiff, dated 8th October, 1835, here exhibited, marked X On the same day Crawford sells to Hottle a tract of land on the Little Calf Pasture, containing 290 acres, for $2,000; see copy of deed from Crawford and wife to Hottle, of that date, here exhibited, marked Y. This 290 acres had been purchased by Alexander Crawford, sen'r, the father of plaintiff, in 1829, from Eastham's heirs, at the price of $600, which your respondents aver was near or quite its full value; see copy of deed from Eastham's heirs to Alexander Crawford, dated 1st May, 1829, here exhibited, marked Z. In proof that said Eastham tract of land is not worth more, your respondents aver that it has been sold twice since at public sale, and has never brought but a few dollars over $9.00, the said plaintiff, on both occasions, being the highest bidder and purchaser for his own debt. It was poor, in a miserable state for cultivation, and had no improvements on it fit for the accommodation of a family. On the day of the date of the aforesaid remarkable transactions, viz , 8th October, 1835, the said conspirators, Crawford and Hot-

tle, enter into a pretended settlement before Sam'l Clarke, esq., the integrity of whose character was expected, no doubt, to sanction the settlement, while the goodness of his unsuspecting nature was to prevent detection. From a copy of this settlement, and the bond annexed thereto, here exhibited, marked X 2, it will be seen that Hottle is charged with numerous bonds or notes of various amounts, ranging from $300 down to $20, purporting to have been executed by Hottle to his son-in-law, Crawford, from February, 1831, down to or near the date of said pretended settlement. These pretended bonds or notes, amounting altogether to over $1,200, and the said pasture land at $2,000, constitute, with cash, $51 56¾ cts., pretended to have been advanced, and about $2,600 of debt assumed to sundry persons, all the debits against Hottle on that settlement. He is then credited by the price of his mill land and personal property conveyed in the deed $5,000, and a balance struck in favor of Crawford of $909 05½, for which Hottle executes his bond at the foot of the settlement. A deed of trust is then, on the 12th October, 1835, executed by Hottle on the pasture land just bought to secure this balance, and with pretence of securing several other debts to other persons; but with the corrupt knowledge at the time, as these respondents verily believe, that the security would not more than indemnify Crawford at the uttermost, whose *deed* was preferred by the deed. Your respondents verily believe and so charge, that the notes from Hottle to the plaintiff included in that settlement were entirely fictitious and without consideration. They expect to prove that Mr. Clarke, whose suspicions could not but be somewhat awakened, impressively warned said Crawford and Hottle to preserve all the vouchers on which the settlement was founded; but notwithstanding this advice, on a trial in bankruptcy in the Federal court, where said settlement was relied on by Hottle lately, it appeared that all the vouchers of debts due to others, charged in the settlement, and about which no one could doubt, had been preserved, while all the others in reference to which suspicion might exist were gone, and have not been seen by respondents. Thus matters stood, so far as the world was to be informed. It appeared from recorded deeds that Crawford had, on the 8th of October, purchased the mill and plantation and personal property, even down to some ploughs and a harrow. That he had purchased for $5,000 the mill, land, and some five or six hundred dollars of personalty, when a short time before Hottle had paid $500 to get the Mill and land alone back from Reed, who had bought the same at $5,000. But there was nothing to show that the negroes, too, had been disposed of on the same day. That was done by another secret and independent arrangement. On the 8th of October, the very same day of the settlement before Mr. Clarke, it now seems that a receipt was executed by Hottle to Crawford for $500, alleged to be in full of the price of those negroes. It was executed in the presence of the subscribing witness, Robert H. Holland, who proves that only fifty dollars was paid in his presence, while the parties alleged that the balance had been paid before. It is a little remarkable that, in the settlement before

2946.

Mr. Clarke, Hottle is charged with cash advanced that day $51 56¾; whether this was the $50 paid in presence of Holland with its int. accumulated on their ride to town, these respondents cannot decide, but the nearness to identity in the two amounts is at least suspicious. Nor can your respondents account why the negroes were not included in the settlement before Mr. Clarke, except that bonds and claims enough had not been manufactured to pay off for the negroes and mill, &c., besides, and still leave a sufficient balance due to Crawford to cover, beyond doubt, the value of the pasture land. Had the price of the negroes, $500, been credited against the balance of $909 05½, it would have reduced it so low as that the pasture land might well have paid something to Sowers and others whose debts were secured on it behind the plaintiff's, and that event would have disappointed the plans of both the "high contracting parties." Your respondents have been informed and believe that, besides the receipt for $500 referred to in the bill, there was a bill of sale executed for the slaves, at some period, but retained in the possession of said Hottle as a sort of check on said plaintiff in pursuance of some opinion conceived between them, that, until a delivery of a bill of sale, Crawford's right could never become perfect, but would yet be good enough with the receipt to protect them against creditors. They hope said bill of sale will be produced and filed. These respondents charge that the alleged sale of said slaves by Hottle to Crawford was entirely fictitious, fraudulent, and void as to creditors, without any legal or fair consideration to support it. They do not believe that the plaintiff ever paid one cent for said negroes, but, on the contrary, that he got into possession of the other property of said Hottle, which he pretends to have purchased on the same day, for a most inadequate consideration, and with the fraudulent design of cheating his creditors. They further charge that said negroes, in the year 1835, were worth vastly more than said Crawford even professes to have paid for them; that they were worth from $1,000 to $1,500, instead of $500, and, therefore, that even if the $500 had been paid, the inadequacy of price would have been a sufficient badge of fraud to have annulled the contract.

These respondents deny that said Hottle was ever left in a destitute and dependent condition by the sale of his property. On the contrary, they believe and charge, that there is now, and has been since the said transactions of 1835, a secret and fraudulent arrangement and contract between him and said plaintiff, whereby he is entitled to the enjoyment and property and the control of funds, covered by said plaintiff from creditors, and ample for said Hottle's support. They deny that said Hottle is so far advanced in life, but that he is one of the most active, stirring men in the county, fully able, if he were even now stripped of every thing, to make a support for himself and wife, and leave something to spare. They do not admit or believe, that said plaintiff has ever at any time applied one cent of his own money or substance to the support of said Hottle and wife. They believe the said Hottle did occupy a farm belonging to and adjoining the plaintiff's, from a period

soon after Oct., 1835 till 1837, not in the way of charity, but no doubt in some form or other fully compensating the plaintiff therefor. They rely on this fact as additional to show fraud in the transactions of October, 1835, in which the said Hottle is made to give $2,000 for a tract of land which he could not occupy as a home, although he wanted one. They do not admit or believe that said Hottle occupied the Sulphur Spring property mentioned in the bill on the terms therein mentioned after 1837. They believe and charge that said Hottle did business there really on his own account and for his own benefit, whatever devices and pretences may have been resorted to to blind the eyes of the public to the true nature of his tenure. They do not admit that the plaintiff provided the furniture of every description, provisions, groceries, grain, labor, and assistance, or any of them, to enable said Hottle to accommodate visiters as said springs and operate the farm, nor that this was carried on on account of plaintiff, nor that he regularly received the profits accruing from the same. Nor is it true that the slave Susan was occasionally sent there by plaintiff to assist Mrs. Hottle on account of her feeble health On the contrary, your respondents believe and charge, that this whole story about the manner and terms on which said Springs place was held by Hottle, and the residence of plaintiff's children there, and the feeble health of Mrs. Hottle, &c., is artfully and fraudulently, but falsely, concocted, to meet the fact which he must have been aware would be proven, that all the said slaves had been in the uninterrupted possession of Hottle from the date of the pretended purchase of them by plaintiff. Your respondents charge, and expect to prove, that the possession of said slaves never was delivered by Hottle to the plaintiff in pursuance of the pretended sale. But that, on the contrary, the uninterrupted possession and use thereof has remained with Hottle from the date of the sale down to the time when they were levied on as charged in the bill. That Crawford never had possession of them, or any of them, except in a way that one neighbor might always, particularly if a son-in-law, be said to have possession of the slaves of his neighbor, viz., by their visitings and by occasional hirings on special occasions, for a few days or weeks at a time; but that their home was always at Hottle's. That they remained with him till he left the Mill place; then on the farm that he moved to from the mill, and again on the Springs place. That the said pretended purchase of said slaves was therefore fraudulent in law and in fact as against creditors. It is true that said slaves have increased and multiplied, as stated in the bill, and are probably worth much more than they are there estimated at. It is true that the execution of your respondents and of their co-defendants was levied on said slaves, and delivery bonds given by said Hottle before the bill filed. But these defendants do not know nor admit the circumstances as stated in the bill under which said bonds were given. They have been informed and charge that the negroes were regularly levied on by the sheriff, and that Hottle agreed to give delivery bonds in all the cases; that the sheriff being thus thrown off his guard, went on to fill the bonds, two of which were executed, and

that before the others were filled said Hottle, or some of his agents, availing themselves of the opportunity given by the confidence reposed in him by the sheriff, ran the negroes off, and then refused to execute the other bonds. They do not admit that Susan and her two youngest children were then at Crawford's. If they were, it must have been accidentally and temporarily. They deny that plaintiff is the bona fide owner of said slaves, and insist that they justly and of right belong to Henry Hottle, the defendant in said executions, and that the sheriff was well justified in levying said executions on them as his property.

Having answered, they deny all fraud, &c., and pray to be hence dismissed with their costs, &c.

AUGUSTA COUNTY, *to wit:*

This day, William B. Kayser and Jefferson Kinney made oath before me, a justice of the peace for the county aforesaid, that the facts stated in the foregoing answer, as of their own knowledge, are true; and those derived from the information of others, they believe to be true.

Given under my hand, this 4th day of September, 1843.

JACOB BAYLOR.

Answer of McCue.

The answer of Moses H. McCue to a bill of complaint exhibited against him and others in the circuit superior court of law and ch'y for Augusta county.

This respondent, saving to himself the benefit of all exceptions to the complainant's bill, in answer to so much thereof as he is advised it is material for him to answer, saith: He knows nothing about the justice of the debts mentioned in the bill, nor of the character of the transactions between the plaintiff and his father-in-law, Hottel. The executions mentioned in the bill were placed in your respondent's hands as deputy sheriff of Augusta county, on the 11th Nov., 1842. On the 22d of December following, your respondent went, in company with his co-deputy sheriff, Andrew A. Stuart, to the house of Henry Hottel to levy them. When your respondents reached there, the negro boy Paul, who was acting as Hottel's ostler, took your respondent's horse, and your respondent went with him to the stable, and was in arms-length of him the greater part of the time. Your respondent made no proclamation to the negro that he was levied on, as such a course would have been well calculated to defeat the purpose he had in view. But he told Hottel that he levied on him, and shortly afterwards the other boy, Lewis, came near, and your respondent called him within three feet, and entirely within your respondent's power, and he then informed Hottel that he (Lewis) was also levied on. Your respondent was then about to go into the house, but feeling and probably manifesting some distrust in regard to the negroes, Hottel said to him, "Come in, you need have no fear about the negroes, they will be forthcoming." But out of abundant caution your respondent left his co-deputy, Stuart, out of doors to watch the negroes while he went into the house. When

he got in, he found the negro girl sitting in the room knitting, and he then told Hottel he levied on the girl, who was entirely in his power. This took place about dinner time. Your respondent then told Hottel that he should be under the necessity of removing the negroes, and he replied that he supposed if he gave security it would not be necessary. Your respondent assented to this remark, and Hottel immediately went off to get the securities. In an hour or two Hottel returned, bringing with him John Lockridge, Arch'd Armstrong, and Jacob Kunkle, who agreed to enter into delivery bonds. The allegation that your respondent used any efforts to persuade Hottel to give delivery bonds is utterly false. The first proposition to that effect came from Hottel himself.

After the securities made their appearance, your respondent, believing that all things were about to be settled, called his co-deputy, Stuart, into the house to aid in preparing the forthcoming bonds, and they commenced writing them, suffering the negroes in the mean time to go out of their view. When two of the bonds were prepared, they were presented, and signed by Hottel and the sureties; but before the others were prepared, a messenger came in from Mrs. Crawford, the wife of the plaintiff, directing her father, Hottel, not to sign the bonds, and he refused to sign the others, and in the mean time the negroes were fraudulently run off and secreted by the wife of the plaintiff, as your respondent believes. Your respondent cannot fix the precise period when the negroes were run off, but he thinks it was very shortly after his co-deputy, Stuart, came into the house to aid in drawing the bonds, for within a few minutes thereafter Hottel began to suggest difficulties about signing them. Then it was that your respondent insisted that he should do so, and told him of the awkward position it would place him in, and reproached him with his breach of faith, and informed him very distinctly that he would go in pursuit of the negroes and recapture them at all hazards. This remonstrance induced Hottel to sign two of the bonds; but the messenger of Mrs. Crawford coming in at this period, as before stated, he peremptorily refused to sign the others.

It is true that the said Hottel, after the securities were present, and ready to sign the delivery bonds, expressed some objection to giving them for fear it would prejudice his application for the benefit of the bankrupt law Your respondent was appealed to by him for information on that point, and although he did not profess to be competent to advise him correctly, he expressed the opinion that it would not have the effect which Hottel feared.

The other negroes mentioned in the delivery bond were not present at the time of the levy and execution of the bond, but they were given in by Hottel. The negroes were said to be at the time at Crawford's house, and your respondent told Hottel that he intended to go there to levy on them, but he agreed that they should be considered as levied on, and therefore included them in the bonds. This was done for the mutual convenience of your respondent and the said Hottel; for, if the arrangement had not been made, your respondent would have been

obliged to go to Crawford's house, a distance of more than a mile, to make the levy, and the securities would have been compelled to accompany him.

These are the facts connected with the levy of the executions, and all the statements in the bill of the plaintiff which are inconsistent with them are utterly false.

Having fully answered, your respondent prays to be hence dismissed with his costs.

AUGUSTA COUNTY, *sct:*

This day M. H. McCue personally appeared before me, a justice of the peace for the county aforesaid, and made oath that the facts stated in the annexed answer, are true to the best of his knowledge and belief.

Given under my hand this 5th February, 1843.

JOHN NEWTON.

Answer of Sower's executors.

The answer of Mary L. Sowers and Hugh John Crawford, executors of John C. Sowers, deceased, to a bill of complaint exhibited against their testator and others, by Alexander Crawford, in the circuit superior court of law and chancery for Augusta county.

These respondents, saving to themselves the benefit of all exceptions to the complainant's bill, in answer to so much thereof as they are advised it is material for them to answer, say: That they have very little personal knowledge of the matters in controversy; but from what they have heard on the subject from various quarters, they have no doubt about the fraudulent character of the transactions between the plaintiff and his father-in-law. And your respondents are satisfied that their testator was of the same opinion. They therefore deny the truth of the allegations of the bill, and require full proof in regard to all of them.

Your respondents refer to the answer of their co-defendants, Kinney and Kayser, for a detail of circumstances which your respondents believe to be true, and which shew the true motives and purposes of the complainant and his father-in-law.

Your respondents require not only the production of all the evidences of debt between them, but also full proof of the transactions out of which those debts arose, and the exact nature and extent of the consideration of each. They ask that a thorough scrutiny of all their dealings from first to last may be made, so that the truth may be clearly disclosed.

Your respondents rely on all the grounds of defence set up by their co-defendants, and especially on the near connexion of the parties; the embarrassments of Hottel; the immediate pressure of heavy demands upon him at the time of the sale; the insufficiency of the consideration; the inability of Crawford to make the purchase from the want of means; the obvious unsuitableness of the property acquired by Crawford for his

business and purposes, and the equal want of adaptation to Hottel's necessities of that which *which* was conveyed to him, as strong evidences of the fraudulent and collusive character of the transactions between the complainant and Hottel.

With regard to the facts attending the levy of the executions, your respondents have no personal knowledge, but they can hardly believe that Hottel, would have entered into a delivery bond for property which had not even been levied on. Nor can your respondents believe that Moses H. McCue, a sworn officer of the court, would undertake to make an official return so utterly false as the complainant represents it to be. Your respondents have no doubt that McCue in his answer will set that matter in a clear point of view, and it will then be found that the allegations of the plaintiff in this particular are about as true in other respects.

Having fully answered, your respondents pray that the plaintiff's injunction may be dissolved with damages and costs, and that such relief may be awarded them as is equitable.

AUGUSTA COUNTY, *sc:*

This [day] Mary L. Sowers and Hugh John Crawford, executors of John C. Sowers, personally appeared before me, a justice of the peace for the county aforesaid, and made oath that the statements in the annexed answer are true to the best of their knowledge and belief.

J. B. BRECKINRIDGE.

Answer of B. T. Reid.

The separate answer of Benjamin T. Reid to a bill of complaint exhibited against him and others, in the circuit superior court of law and chancery for Augusta county, by Alexander Crawford.

This respondent, saving and reserving to himself the benefit of all exceptions to the complainant's bill, in answer to so much thereof as he is advised it is material for him to answer, saith:

That it is true he is the creditor of Henry Hottel to the extent of the two judgments mentioned in the bill, and that he caused executions to be taken out and levied on the slaves mentioned in the bill to satisfy the same. Your respondent is not personally acquainted with many of the circumstances connected with the transactions referred to, but he refers to the answers of his co defendants, Kinney and Kayser, John C. Sower's executors, and Moses H. McCue, for minute details of those circumstances, which he believes to be correct.

Your respondent is firmly persuaded that the alleged sale made by Hottel to Crawford of the slaves, Susan and her children, is entirely fraudulent, and intended to defeat the just claims of Hottel's creditors. In this opinion he is fortified by the declarations made by Hottel to your respondent, some time before the date of the alleged sale, that he, (Hottel,) owed Crawford nothing, and that he, (Hottel,) had repeatedly applied to him, (Crawford,) for assistance, and that it had been refused.

Your respondent relies on all the grounds of defence which are assumed by his co-defendants, and he denies the truth of all the material allegations

of the bill, and requires that full and sufficient [proof] be brought forward to sustain every charge therein contained, which may be calculated to affect this respondent's interest.

Having fully answered, your respondent prays that the plaintiff's injunction may be dissolved with damages and costs, and such relief given to your respondent and his co-defendants as is equitable, &c.

AUGUSTA COUNTY.

This day Benjamin T. Reid personally appeared before me, a justice of the peace for said county, and made oath that he believes the statements in the above answer to be true.

Given under my hand this 5th April, 1844.

BENJAMIN CRAWFORD.

Amended answer of B. T. Reid.

The amended answer of Benjamin T. Reid, Jefferson Kinney, and William B. Kayser, to a bill of complaint exhibited against them and others, in the circuit superior court of law and chancery for Augusta county, by Alexander Crawford. To be filed by leave of court.

These respondents, saving all proper exceptions, &c., for further answer say, that heretofore your respondents, Kinney and Kayser, stated by mistake in their original answer that the contract between Henry Hottel and you, respondent Reid, was that said Reid should pay said Hottel $5,000 for his mill and farm, and that that contract had been cancelled at the request of Hottel, who agreed to pay in consideration of said cancelment, $500; and your respondent Reid, inadvertently, in his original answer, referred to said answer as true because the contract had long before been cancelled, and was not particularly recollected by him. Since filing said answers, diligent search has been made among the papers of the administrator of H. C. George for said contract, which had been left with said George for safe keeping. It has now been found by his said administrator, Robinson Hanger, and is here exhibited as part of this answer, marked X. From that contract, which your respondent Reid knows to be the true original contract, it appears that said Reid was bound to pay $6,000 instead of $5,000 for said mill and farm, payable $2,500 in due paper on the 1st of March, 1834, and the balance in seven equal annual instalments. The said contract was cancelled some three or four weeks before the 1st of March, 1834, by said Hottle agreeing to pay your respondent Reid $500 for a *rue* bargain. Your respondents pray that this may be received and read as an amendment to their original answer. And denying all fraud, they pray to be hence dismissed with their costs, &c.

AUGUSTA COUNTY, *viz:*

This day the above named Benj. T. Reid, Jefferson Kinney, and William B Kayser, personally appeared before the undersigned, justice of peace for said county, and made oath that they verily believe the facts stated in the foregoing answer to be true.

Given under my hand this 7th October, 1844.

JAMES BELL.

And at another term of said court, to wit, at a district court of the United States, for the western district of Virginia, at Staunton, October the second, one thousand eight hundred and forty-five, this order was entered.

On motion, and for reasons appearing to the court, it is ordered that this cause be continued until the first day of the next term; and it also appearing to the court that the petition of James Points, assignee in the said matter of Henry Hottel, in bankruptcy, filed in this cause, has by accident been destroyed by fire at the office of Hugh W. Sheffey, one of the counsel of said Hottel, the assignee has leave given him to renew and file the said petition, provided he does so in ninety days from the rising of this court.

☞ Which petition was accordingly filed, and is copied in the beginning, and in the first page of this record.

And at another term of said court, to wit, at a district court of the United States, for the western district of Virginia, at Staunton, on the second day of May, one thousand eight hundred and forty-six.

On motion of Henry Hottle, he has leave to file his separate answer to the petition of James Points, the assignee in this case; and the said answer being filed, the said James Points entered a general replication thereto.

Answer of Henry Hottel.

Said answers is in the words and figures following:

The separate answer of Henry Hottle to a petition exhibited against himself and Alexander Crawford, by James Points, assignee in the district court of the United States, for the western district of Virginia.

This respondent, saving and reserving to himself all proper exceptions to the complainant's petition, and specially protesting against and denying right of the petitioner, to make him a party to this controversy, and excepting to the jurisdiction of this court, and praying that this exception may be as available as if specially pleaded, for answer to so much of said petition as he is advised it is material for him to answar, saith: that it is true that your respondent has been duly declared a bankrupt in your honorable court, and that all his right, credits, and effects, if any he had, became vested in the complainant by the decree in the matter of bankruptcy of your respondent.

It is true that Alexander Crawford, the co-defendent of your respondent, married the daughter and only child of your respondent in the year 1830.

It is not true that previous to and until the 8th day of October, 1835, your respondent was seized and possessed of a large real and personal estate; your respondent was in possession of a tract of land on the Middle river, containing 167 acres, with a mill on it, four ordinary horses, a few cows, and the household and kitchen furniture suited to a family consisting of himself, his wife and three servants; your respondent was also in possession, during a part of the year 1835, of a negro

2950.

woman and two small children, (the three slaves in the petition alluded to,) whom in January, 1835, he had hired of Alexander Crawford as will be explained hereafter. It is not true that your respondent's property, rights, and credits, at their fair value, were in 1835 greatly more than sufficient to discharge all his just debts; throwing out of view any indebtedness of your respondent to his co-defendant Alexander Crawford, and it may be seen that the amount of his debts then existing, part of which said Crawford unquestionably paid, considerably exceeded the value set upon his property by the instigators of this proceeding.

It is not true, as your respondent believes, that his co-defendant Alexander Crawford was, during the time that intervened between his intermarriage with your respondent's daughter, and October, 1835, destitute of means to make such advances to your respondent as he is charged with in the settlement made by Mr. Clark; said Crawford was a man of good credit; had inherited a considerable estate from his father, and as the executor of his father until the year 1836, or 1837, as your respondent is informed, had the control of the funds of the large estate; and your respondent is further informed, and avers, that said Alexander Crawford had the consent of his mother and two of the distributees of the estate, to use a part of the estate funds in purchasing your respondent's property.

It is not true that your respondent was offered and refused $6,000 for his mill property, farm, &c., at any time before October, 1835. Your respondent supposes the petitioner refers to an effort he made to sell his farm, &c., to John Sherry. Sherry's offer was equivalent only to $4,500. This respondent refused.

It is true that your respondent entered into a written contract for the sale of his mill farm, &c., to Benj. T. Reid, one of the instigators of this proceeding, and that said contract was rescinded; but it is not true that your respondent was induced to rescind said contract by the fraudulent and corrupt motives set forth by the petitioner. The rescission of said contract was forced upon your respondent by the unfair and oppressive conduct of said Reid. At the date of said contract your respondent's property was encumbered to the amount of $2,300, by trusts in favor of Messrs. Bell and Teaford. Bell & Teaford, well aware of your respondent's embarrassments, urged him to sell his property, and agreed to take good due paper for their debts if a sale could be effected. Accordingly, your respondent agreed to sell said property to said Reid, said Reid agreeing to pay $2,500 in good due paper, and the balance in payments; said Reid specified to your respondent the bond of William Steenbergen, the bond of Cullens, and the bond of another responsible person whose name your respondent has forgotten, as the paper he was to furnish; this paper Messrs. Bell & Teaford agreed to take in discharge of their liens. Your respondent so understood the contract which was written and read to him by said Reid, and he continued under the impression that the names of the obligors in the bonds to be furnished were mentioned in said contract, until the day arrived for the delivery of the $2,500 in paper. Your respond-

ent cannot read writing, and can write nothing but his name; and he charges that said Reid, taking advantage of his ignorance, fraudulently imposed upon him, as to the contents of said contract.

The contract was witnessed by H. G. George, but was not read over in his presence. After entering into said contract, and before the day arrived for the delivery of said paper, your respondent, not doubting the fairness of the transaction, put said Reid into possession of his mill. When the day arrived for the delivery of the paper, your respondent called on said Reid for the bonds he had promised; said Reid replied that by the terms of the contract he could pay your respondent in such paper as he pleased; and accordingly proffered to your respondent a miserable batch of store accounts, notes, and small bonds, due said Reid from persons living in the counties of Augusta, Albemarle, and Nelson. The cool audacity of this conduct astounded your respondent. Reference being had to the contract, your respondent found, when it was read to him by the subscribing witness, H. G. George, that the bonds of Steenbergen, &c., were not named in it; that he had been grossly imposed on by said Reid, and that your respondent was wholly in his power. Said Reid, Shylock like, insisted on the letter of the bond, and required your respondent to take the paper he offered, which, for the purposes that led your respondent to make the sale, would have been as worthless as so many rags. Mr. Bell utterly refused to take any such paper; and then it was that said Reid, holding possession of the property, and whilst your respondent was in his own grasp, extorted from him a large bounty for a rue bargain. Your respondent feels confident that the sum he agreed to pay said Reid for the rue bargain was $250; but he would have submitted to a much larger sacrifice rather than have yielded to the ruinous and grinding oppression of said Reid; such were the circumstances that led to the rescission of said contract.

Afterwards, during the year 1836, and during the winter and spring of 1835, your respondent made repeated efforts to sell his property. His asking price at first was $5,500. Finding that he could not sell at that price, he offered it at $5,000. Your respondent distinctly recollects offering the farm and mill to John Churchman at the latter price, agreeing to take, at a specified price, in part payment, a tract of land owned by said Churchman. The great difficulty your respondent had to encounter in making the sale was the unusually large cash payment he was compelled to require; the liens on the land amounting to nearly one-half of the price demanded, and which were to be discharged by cash, or its equivalent. At length, after various and fruitless efforts to sell to others, your respondent, at the suggestion of a neighbor to whom he had offered to sell the property, applied to his son-in-law, Alexander Crawford, to become the purchaser; said Crawford declined the proposition. Subsequently, however, and at the earnest request of your respondent, the said Crawford agreed to make the purchase, provided he could make an arrangement for indulgence with his brother-in-law, Mr. Bell, who held the largest lien, and could procure the consent of his

mother, and some of the distributees, to his using a part of the funds of the estate in paying for the property. Having succeeded in these arrangements, as appears from the deposition of James Lessly, the said Crawford contracted for the purchase of said property. But previous to this time, and since Crawford had become the son-in-law of your respondent, he had, on various occasions, loaned your respondent money, and sold him horses and other property on credit. It seems to the petitioner, or rather to the importunate creditors who speak through him, most strange, unnatural, and in itself proof of fraud, that a son-in-law, who was at least in unembarrassed and easy circumstances, should have been the creditor of a father-in law, who was constantly hard pressed for money, and that that son-in-law should have been an indulgent creditor. Your respondent envies not the feelings and sympathies of those who are wonder-struck by such a fact. Your respondent had not found his son-in-law utterly heartless, and he often received aid from him when no one else would help him.

Some time before the 8th of October, 1835, your respondent and said Crawford, having contracted verbally for the sale and purchase of said property, determined to go to Staunton to get Mr. Samuel Clarke, skilful in such matters, and perfectly honest, to make a settlement for them, and to draw proper deeds of conveyance. Before going to Staunton said Crawford had bonds prepared for the various sums due him, bearing date at the times when the respective debts were contracted. These bonds were executed by your respondent at the same time. Some of them were in lieu of the bonds or notes theretofore executed, and which had become defaced or partly worn out; and others were for charges in said Crawford's book of memorandums, which he usually carried with [him.] Your respondent would here remark, that said Crawford, although an active, energetic business man, has been careless in keeping his papers and accounts. The original notes were taken up by your respondent and destroyed. Your respondent and said Crawford could not make the settlement for themselves; they did not wish to trust an ignorant person to do it; they accordingly prepared the papers for Mr. Clarke, who had done their business, and that of Mr. Crawford's father, for many years, in order that he might have the items of account in an intelligible and tangible shape for a fair settlement. They wished that the charges should be made just as the transactions occurred; that each item might stand by itself; and, if necessary, that the consideration of each item might be told.

It is not true that the contract between your respondent and said Crawford was the result of a combination between them to defraud creditors; nor is it true that, by the sale of the 8th of Oct., 1835, said Crawford became merely the ostensible owner of your respondent's property for the purpose of protecting it from creditors. The sale was in all respects bona fide, and for a full and valuable consideration.

It is true that your respondent said that he would never, if he could help it, pay the Reid debt until he paid all his just debts, or the Smallsheffer debt, until compelled by law to do so. The court will judge

of the character of the Reid debt. Your respondent considered the Smallsheffer debt as equally unjust, and as long as he could resisted a judgment, and still thinks that, if justice had been done, no judgment would ever have been recovered on that claim. Your respondent owed more just debts than he had means to pay, and it certainly was his desire, in a fair and honest way, to secure the payment of these, rather than those of Reid and Smallsheffer.

Your respondent refers to, and adopts as a part of his answer, so much of his co-defendant Crawford's answer, as refers to the settlement before Mr. Clarke; the value of the farm, mill, &c.; the value of the personal property sold to said Crawford; the value of the Eastham land, and the sales of the same.

It is not true that the charges in the settlement, marked No. 1, and made by Mr. Clarke, were fictitious and without consideration; each item therein charged to your respondent was justly due to said Crawford, or had been assumed by said Crawford for your respondent. The charge of $300, dated 15th February, 1831, was for money borrowed. The circumstances connected with the loan were these: In the fall of 1829, your respondent thinks in October, he purchased for $300 the slave Susan and her infant child, since dead, in Staunton, of Mr. Clarke, who sold her as the property of one Lewis Pauley. In order to raise money your respondent called upon Col. Joseph Brown, then of Augusta county, for a loan. By an arrangement with Col. Brown, your respondent procured from Jacob Swoope, Col. Brown's father-in-law, of Staunton, the money to pay for the said slave. Your respondent executed to Col. Brown his bond for $300, the amount of money thus procured. Subsequently, when urged by Col. Brown to pay this sum, your respondent being unable to raise the money, applied to his son-in-law for the loan of the money to pay off this debt thus created by the purchase of Susan. In February, 1831, said Crawford loaned your respondent the said sum of $300, with which he paid Col. Brown. The interest was paid by your respondent's account of hauling against Col. Brown. The charge dated the 26th of April, 1831, of $130, your respondent thinks was for a bay horse, raised originally by Jacob Bossennan. The charge dated 20th of August, 1831, of $80, was for a sorrel horse called Pete. The charge dated the 5th of January, 1833, of $93.36, was for the note of your respondent to William Crawford, paid by said Alexander Crawford; it was your respondent's impression that it was for wheat purchased of Alexander Crawford, but he is now satisfied that it was for wheat bought of William Crawford, the bond for which Alexander Crawford paid. The charge dated day of , of $130, was for a bay mare. The charge dated the 10th of April, 1834, of $80, was for a horse, your respondent thinks a gray. The charges of $292 and $75.46 were for money paid to Daniel Fleisher for your respondent by said Crawford. The charge of $40, dated the 24th March, 1835, was for money borrowed to pay off small claims then pressing your respondent, some of which were in constables' hands. The charge of $50 your respondent thinks was for

borrowed money. The other charges explain themselves; as to the Armstrong debt, your respondent would state that his co-defendant Crawford has, as he believes, fully paid it off; your respondent has never paid one cent of it; as to the $20 charge, dated 10th January, 1835, your respondent refers to, and adopts as his own, the statement in his co-defendant's answer, as containing the truth connected therewith; as to the charge of $51.56¼ cash advanced at the day of the settlement, your respondent would state that it was money borrowed by your respondent of his co-defendant Alexander Crawford, in the town of Staunton, on the day *of* the said settlement was made, and that he paid it out in discharge of small debts pressing him. He distinctly recollects that John Churchman loaned Alexander Crawford $50 of the money on that day. Your respondent is now old, and his memory not very good, but he thinks he has given a correct statement of the consideration of the various items in said settlement called for by the petitioner; of one fact he is well assured, that not one item was charged to him in that settlement which was not just[ly] and rightfully owing to said Crawford.

As to the slaves Susan and her children, your respondent would state that, in the year 1834, he made various efforts to sell them in the neighborhood, but in vain; that he was unwilling to sell them to a trader; that they were not then healthy negroes, the children having had the scarlet fever, and the mother never having been very sound and healthy; that to the present time she is incapable of bearing exposure to the weather or to cold; that about harvest, in the year 1834, he sold the said slaves to said Crawford for $500, reserving the privilege of selling them for a better price if he could get it, as said Crawford did not want them; that he made repeated efforts to sell them, but could not; that in the fall of the year 1834 said Crawford took possession of said slaves, and in January, 1835, hired them to your respondent for $20 for one year. Your respondent's recollection as to the fact whether the $450 was paid all at once or at different times, differs somewhat from that of his co-defendant Crawford. He has been under the impression that $450 was paid to him by said Crawford on account of the purchase money of said slaves at the time the contract was made. He recollects, however, that it was several months after the contract was made before he gave said Crawford a receipt for $450 paid him on account of said purchase. This memorandum or receipt was surrendered to your respondent at the time the last $50 was paid to him, October, 1835. Your respondent recollects that the money paid him by Crawford for Susan and her children, was paid to Samuel Fleisher, a millwright, for repairs done to the mill.

It is not true that the fifty dollars paid to your respondent by Crawford, in presence of R. H. Holland, was the same charged in Clarke's settlement as cash advanced, $51 56¾. The one sum was paid in the county, and the other in town.

It is not true that the slaves sold to Crawford by your respondent were worth at least, in October, 1835, $1,000 or $1,500. The peti-

tioner gives himself a wide range for his minimum. The price paid was a fair price at the time for such negroes as were sold. They might have been sold for something more to a trader; but your respondent felt an invincible aversion to selling slaves in that way; and surely, to avoid a suspicion of fraud, he was not bound to violate all his feelings, and to disregard the best sympathies of his nature.

It is not true that your respondent continued in possession of said slaves just as he did before the said sale; nor is it true that he did not deliver them to said Crawford in pursuance of said sale. Except during the time he hired them in 1835, he has never set up any claim to the control of said slaves in any way, except as the avowed agent of said Crawford. Since he removed from Middle river, he has lived either on land rented by Crawford, or on Crawford's own land, as a manager for Crawford. He has paid no rent; he has not received or required pay for services. He has been fed and clothed by Crawford. He has been supplied with the common necessaries of life just as if Crawford had been his own son; no account has been kept against him. The slaves referred to have been engaged all the time in Crawford's work, either at Crawford's house or at the Springs place. Some of Crawford's children have almost always stayed with their grand parents; been at school at the Springs place, and Crawford's servants indiscriminately have been employed there, either in the house or on the farm, working for their master.

The two families have been provided for in common by Crawford, just as necessity required, without charge or account being kept; and the idea never occurred to your respondent that Crawford had not possession all the time of every thing as well on the Springs place as on the home place; inasmuch as the Springs place and every piece of property on it belonged to him, just as fully and completely as the home place, and the property there.

It is not true that there was a fraudulent arrangement, a secret and corrupt understanding and agreement between Crawford and your respondent, whereby said slaves were secured as the property of your respondent; nor is it true that said slaves are now owned by your respondent, or that he has any title to them, or any claim upon them, by a secret understanding or by any desire or agreement whatsoever, since October, 1835.

It is not true that said Crawford has in his hands, as trustee for your respondent, or in any other capacity, any money or other property whatsoever.

Your respondent denies all fraud, combination, and conspiracy.

And without there is any thing further material for this respondent to answer, not herein answered, he prays to be hence dismissed, with his costs most unjustly expended, &c.

HENRY HOTTLE,
By SHEFFEY, *his counsel.*

AUGUSTA COUNTY, *to wit:*

This day Henry Hottle made oath before me, a justice of the peace

for said county, that the foregoing answer contains the truth to the best of his knowledge and belief.

Given under my hand this 2d day of May, 1846.

ROBERT P. BROWN, *J. P.*

The following embraces a complete transcript of the proceedings in the matter of Henry Hottle in bankruptcy. It contains proceedings subsequent to the filing of the petition in this cause; but the counsel of the defendant, Alexander Crawford, desired that the record should be complete and entire, that is to say:

Henry Hottle's proceedings in bankruptcy.

STATE OF VIRGINIA, *to wit:*

Among the records of the district court of the United States, for the western district of Virginia, holden at Staunton, for proceedings in bankruptcy, is the following, that is to say:

Be it remembered, that on the 15th day of March, in the year 1842, came Henry Hottle, by his attorney, and in open court filed a petition, &c., in these words and figures:

Petition.

To the honorable Isaac S. Pennybacker, judge of the district court of the United States, for the western district of Virginia.

The petition of Henry Hottle, of the county of Augusta, sheweth unto your honor, that the said Henry Hottle is a resident of the western district of Virginia, and that he is owing debts which have not been created in consequence of a defalcation as a public officer, or as executor, administrator, guardian, or trustee, or while acting in any other fiduciary capacity; and that the subjoined list and inventory are, to the best of his knowledge and belief, a true and perfect list of his creditors, their respective places of residence, and the amount due to each; and an accurate inventory of his property, rights, and credits of every kind, name, and description, and the location and situation of each and every parcel and portion thereof; and that he is unable to meet his debts and engagements, and wishes to avail himself of the benefit of the act entitled "an act to establish an uniform system of bankruptcy thoughout the United States." Your petitioner therefore prays that he may be deemed and taken to be a bankrupt within the purview of the said act, and may be so declared accordingly by a decree of your court.

And your petitioner will ever pray, &c.

HENRY HOTTLE.

October 2d, 1845.

VIRGINIA, AUGUSTA COUNTY, *to wit:*

This day, personally appeared before the subscriber, a justice of the peace in and for the county aforesaid, the above named Henry Hottle, and solemnly swore that the matters set forth in the foregoing petition, and the subjoined list and inventory, are true to the best of his know-

ledge and belief; and that it is, to the best of his knowledge and belief, a full and substantial copy of his petition, list and inventory, which was destroyed by an accidental fire in the office of Hugh W. Sheffey, during the last summer.

Given under my hand this 2d day of October, 1845.

J. MARSHALL McCUE, *J. P.*

List of Henry Hottle's creditors, their respective places of residence, and amount due to each, to wit:

A debt due by bond to John P. Smallshoffer, of Augusta county, Virginia, of the amount of	$300 00
A debt due John C. Sowers, of Staunton, Virginia, by bond, of the amount of	566 00
Two debts due by bond to Benjamin T. Reid, of Augusta county, one of the amount of	250 00
Another, of the amount of	82 00
A debt due Edward Valentine, late of Richmond, Virginia, by account amount unknown.	
A debt due William Hunger, of Augusta county, by bond, of the amount of	85 00
A debt due Robert Knowles, of Augusta county, due by bond, of the amount of	45 00
A debt due Armstead M. Mosby, of Staunton, Virginia, by bond, of the amount of	20 00
A debt due Kenton Harper, of Staunton, Virginia, due by bond, of the amount of	5 00
A debt due William Ruff, of Staunton, Virginia, by bond, of the amount of	5 00
Two debts due James Borland, of Augusta county, both by bond, one for	20 00
And another for	7 00
A debt due Andrew Livick, of Augusta, by bond, of the amount of	20 00
A debt due John Creed, of New Lancaster, Fairfield county, Ohio, by bond, for	200 00

(This debt is partly erased from list. Clerk.)

The last debt, (to Creed,) was not included in the petition which was destroyed, it not being remembered by Henry Hottle at the time of giving that list of his creditors.

HENRY HOTTLE.

Henry Hottle has no property, rights, or credits of any name, kind, or description, and therefore has no inventory to offer.

HENRY HOTTLE.

And it was ordered that notice of said petition be given for at least twenty days in the "Staunton Spectator," a newspaper published in Staunton, in the western district of Virginia; and that the creditors of

the said Henry Hottle, and all others concerned in interest, be notified to appear on the third day of May, then next thereafter, to show cause, if any they have, why the prayer of said petition should not be granted.

The following is a copy of the affidavit filed to prove due publication of notice as above required:

No. 124. Henry Hottle, of Augusta county, to be declared a bankrupt on Tuesday, the 3d day of May, 1842.

AUGUSTA COUNTY, *to wit:*

Kenton Harper this day made oath before me, a justice of the peace for said county, that the annexed notice was published in the "Staunton Spectator" for at least twenty days preceding the third day of May, 1842, addressed to the creditors and all others concerned in interest, to shew cause against the petition of Henry Hottle.

Given under my hand this 30th day of April, 1842.

BENJAMIN CRAWFORD.

And at another term of said court, to wit: At a district court of the United States, for the western district of Virginia, held at Staunton, the third day of May, in the year last aforesaid, this decree was entered:

The said Henry Hottle having filed his petition praying to be decreed and taken to be a bankrupt, and so to be declared by a decree of this court, and notice thereof having been duly given; and the creditors of the said Henry Hottle, and all others in interest, having been duly notified to appear here on the third day of May, 1842, to show cause, if any they had, why the prayer of the petitioner should not be granted; and they not appearing, though solemnly warned, it is considered by the court here that the said Henry Hottle is a bankrupt within the true intent and meaning of the law concerning bankrupts; and he is hereby adjudged, declared, and decreed, to be a bankrupt accordingly. And thereupon it is ordered that commissioner Jacob K. Stribling, of Staunton, in the county of Augusta, do, with all convenient speed, after notice of this decree, proceed to notify, for at least twenty days, through the Staunton Spectator, a newspaper printed in the town of Staunton, in the western district of Virginia, the creditors of the said Henry Hottle, of the times and places at which they will be required to present and prove their debts before him, the said commissioner; and that the said Henry Hottle be required to be present at the said proof of debts; and that the said commissioner do report to this court, as soon as may be, the debts which shall have been proved before him, and how he hath executed this order. Provided, however, and it is hereby ordered, that the time for receiving and proving such debts shall be fixed by said commissioner, in his notice thereof, upon at least two different days, and within the limit of seventy days from the decree of this date. And it is further ordered, that James Points, of Staunton, in the county of Augusta, the assignee in the said matter of bankruptcy, do, without delay, proceed to collect the personal assets of the said Henry Hottle, and after setting apart for the use of the bankrupt such portion thereof as may be deemed to be entitled, to proceed

to reduce the same to ready money, at periods as early as practicable, consistently with a due regard to the interest of the creditors. And that, having published notice of the time and place of the real estate of the said Henry Hottle, for twenty days, in the Staunton Spectator, a newspaper printed in the town of Staunton, in the western district of Virginia, and by advertising the same at the door of the court-house of the county of Augusta, on some court day, and at some public place near the residence of said bankrupt, at least twenty days before such sale, that the said assignee do proceed to sell said real estate to the highest bidder, at public auction, for cash; and that within ninety days from the date of this decree he report his proceedings to this court, and pay into court the proceeds of such sales, subject to its future order, after deducting therefrom the necessary costs and expenses of such sales."

And thereupon the said Henry Hottle, by his attorney, presented to the said court another petition, in these words:

To the honorable Isaac S. Pennybacker, judge of the district court of the United States, for the western district of Virginia.

The petition of Henry Hottle, in the county of Augusta, sheweth unto your honor, that on the 3d day of May, in the year 1842, at a district court of the United States, for the western district of Virginia, holden at Staunton, for proceedings in bankruptcy, your petitioner was duly declared to be a bankrupt within the true intent and meaning of the law concerning bankrupts, as will fully appear by the records of said court.

Your petitioner is anxious to obtain his discharge from all his debts, and is desirous that a certificate thereof may be duly granted to him.

He therefore prays that a full discharge from all his debts may be decreed and allowed him by your honorable court, and that a certificate thereof may be duly granted him accordingly. And your petitioner will ever pray, &c.

HENRY HOTTLE,
By D. FULTZ, *his att'y.*

And it was ordered that notice of the filing of said petition be published for at least seventy days in the Staunton Spectator, a newspaper printed in Staunton, in the western district of Virginia. And that the creditors of the said Henry Hottle, and all others concerned in interest, be notified to appear on the day of October, 1842, to shew cause, if any they could, why the prayer of the said petition should not be granted.

The following affidavits are filed to show that the notices required in the foregoing order were duly made:

No. 124. For a discharge from all his debts and certificate thereof, on Monday, the 3d day of October, 1842.

AUGUSTA COUNTY, *to wit:*

Kenton Harper this day made oath before me, a justice of the peace for said county, that the annexed notice was published in the Staunton

Spectator for seventy days preceding the 3d day of October, 1842, addressed to the creditors and all others concerned in interest, to show cause against the petition of Henry Hottle.

Given under my hand this 22d day of September, 1842.

J. B. BRECKINRIDGE.

AUGUSTA COUNTY, *to wit:*

This day David Points personally appeared before me, a justice of the peace for the county aforesaid, and made oath that he delivered to the postmaster in Staunton, to be mailed, true copies of the within letter, directed to each of the creditors of the within named Henry Hottle, as shewn by the list of creditors subjoined to his petition in bankruptcy.

Given under my hand this 23d day of June, 1842.

G. M. COCHRAN.

SIR: By a decree of the district court of the United States for the western district of Virginia, holden at Staunton, on the 3d day of May, 1842, I have been duly declared a bankrupt, within the true intent and meaning of the act of Congress in such case made and provided, and have filed my petition, praying for a discharge and certificate as authorized by said act.

You are hereby notified that the 3d day of October, 1842, has been set apart as the day on which I will be heard before the said court on said petition, when and where you may appear and show cause to the contrary, if you think proper.

HENRY HOTTLE,
By his attorney, DAVID FULTZ.

The following is a copy of the commissioner's report:

Commissioner's office in bankruptcy for Augusta county.

Pursuant to the notice annexed, which was duly published in the Staunton Spectator for twenty days, I attended at my office in Staunton, on the days and within the hours therein named, for the purpose of receiving proof of the debts due the creditors of Henry Hottle, a bankrupt, and so declared by a decree of your honorable court, dated the day of May, 1842, and would respectfully report that none of the creditors of the said Henry Hottel appeared to file their claims, or offer any evidence in proof of their debts.

The bankrupt attended in accordance with the notice. All which is respectfully submitted.

JACOB K. STRIBLING,
Commissioner in bankruptcy for Augusta county, the 18th of June, 1842.

To the honorable the district court of the United States, holden at Staunton.

Debts vs. Henry Hottle, on same days, from 3 to 5 o'clock, p. m.

AUGUSTA COUNTY, *to wit:*

Kenton Harper this day made oath before me, a justice of the peace for the county aforesaid, that the annexed notice of Jacob K. Stribling, commissioner in bankruptcy for Augusta county, was published in the "Staunton Spectator" for 20 days preceding the 18th day of June, 1842, addressed to the creditors of Henry Hottle, of the times at which he would receive proof of their debts. Given under my hand this 25th day of June, 1842.

J. B. BRECKINRIDGE.

The following is a copy of the assignee's report:

To the honorable Isaac S. Pennybacker, judge of the United States court for the western district of Virginia.

The undersigned assignee in bankruptcy, in the case of Henry Hottle, in pursuance of the decree rendered on the 3d of May, 1842, proceeded to investigate the case of said bankrupt, and after making all the examination I can, I come to the following conclusion, that his inventory, so far as I know, sets forth his true condition.

July 10th, 1842. JAMES POINTS, *Assignee.*

And at another day, to wit, at a United States court for the western district of Virginia, holden at Staunton, October the 5th, 1842, the following order was entered in said matter:

John C. Sowers, B. T. Reid, Jefferson Kinney, and Wm. B. Kayser appeared, by their attorney, and filed objections to the petitioner's obtaining a final decree and discharge; and on motion the matter continued.

Which petition was partially destroyed with the other papers by fire, but so far as its contents can be ascertained, is in these words:

To the honorable Isaac S. Pennybacker, judge of the United States district court for the western district of Virginia.

The petition of John C. Sowers, B. T. Reid, Jefferson Kinney, and Wm. B. Kayser, respectfully sheweth, that they are creditors of Henry Hottle, a petitioner in bankruptcy in said court, whose petition is now pending before your honor, and as such creditors have been notified to appear before said court to shew cause why said Hottle should not be discharged from his debts.

Your petitioners verily believe that said Hottle has not complied with the provisions of the act of Congress concerning bankrupts, and that he is not therefore entitled to a certificate of discharge, for the following reasons: Your petitioners are informed and believe, and expect if an opportunity is afforded them, that a combination has long existed between said in-law, Alexander Crawford, to

fraud Hottle's creditors. The said intermarried with said Hottle's daughter some years ago; at that time said Hottle was universally considered independent and very wealthy, in possession of a large property, real and personal; not long after said Hottle became divested of his property, and a large portion of it went, as your petitioners believe, without consideration, into the pretended ownership of said Crawford. They would particularly specify three negroes of great value, the property which were thus transferred to said Crawford. negroes ever were in the possession of said Crawford, your petitioners are uninformed, but after said pretended they were in possession of said Hottle for six or seven years, he using them as his own, until some few months since it was ascertained by them that some of the creditors of Hottle were about issuing an execution against him, to be levied on said negroes, when about the middle of the year they were returned to Crawford, and are still in possession of said Crawford or Hottle, your petitioners know not which. But they expect to establish by satisfactory proof that said negroes of right belong to said Hottle, or are liable for his debts, and they have not been surrendered in his schedule of assets, attached to his petition in bankruptcy, but are fraudulently therefrom, though they were his own property of said petition.

Your petitioners are further informed prove, that a certain McCutchen borrowed the sum of about five hundred Hottle through his wife, and by the fraudulent said Crawford and Hottle executed his bond Crawford. That said Hottle afterwards collected said money large portion thereof, took it with him to the State of and laid out a portion of it in horses which he brought home, and of which he holds possession to this day, but which he has not surrendered in his schedule, though they were, as your petitioners believe and charge, his own property.

believe and expect to prove, that said Hottle a judgment in the county court of Augusta sum of money against Joseph Tuley, administrator of Henry Mitchell, a copy of which judgment is herewith filed. That the beneficial interest of said judgment was in him at the date of his said original petition, but he has not named it in his said schedule as a part of his credits or assets, but has fraudulently withheld the same with a view to deceive and injure his creditors.

And your petitioners have understood, and expect to be able to prove, that said Hottle has other property in his possession, not surrendered or mentioned in his schedule.

For these reasons, your petitioners pray that said Hottle may not have his discharge in pursuance of his petition under the bankrupt act to wit, day Wm. B. Kayser and made oath before me, a the peace, for the county aforesaid, statements contained in the foregoing petition, are true to the best of their knowledge and belief.

Given under my hand this 3d day of October, 1842.

D. W. PATTESON.

The exhibit referred to in foregoing petition is in these words:

AUGUSTA COUNTY COURT, *Clerk's office, to wit:*

HENRY HOTTLE, plaintiff,
against
JOS. TULEY, adm'r of Henry Mitchell, dec'd, defd't. } In debt.

A writ of fieri facias issued in the above cause on the 30th day of May, 1825, returnable to the July court following, for the sum of $45, with interest, from the 5th of May, 1824, till paid, and $6 95 costs; upon which the sheriff made the following return, viz: "no property found."

JEFFERSON KINNEY, *D.*
For ROBERT PORTERFIELD, *S. A. C.*
A copy—Teste: JACOB K. STRIBLING, *D. C. A. C.*

The above judgment still remains unsatisfied as far as appears from the records of the court.

Teste: JACOB K. STRIBLING, *D. C.*

And at another term of said court, to wit: At a district court of the United States, for the western district of Virginia, at Staunton, November 18, 1849, the following order was entered:

On motion of the objectants, John C. Sowers and others, by their attorney, they have leave to file additional objections.

And at another term of said court, to wit: At a district court of the United States, for the western district of Virginia, at Staunton, January 10th, 1843, the following order was entered:

This day came again the petitioner by his attorney, as well as the objectants by their attorney. And thereupon, an amended bill of objections was filed; and after argument of counsel, the fifth objection was overruled, and the objectants, by leave of court, filed in lieu thereof an affidavit, in these words: Augusta county, viz. &c., (see copy hereafter inserted, marked 3.) And the petitioner, by his attorney, filed a general and a special replication to the said objections. And thereupon issue was joined, and the trial thereof continued until tomorrow.

The amended bill of objections referred to above is in these words.

To the honorable Isaac S. Pennybacker, judge of the United States court, for the western district of Virginia.

The amended petition of John C. Sowers, B. T. Reid, Jefferson Kinney, and William B. Kayser, filed by leave of court first had and obtained, respectfully showeth: That they being creditors of Henry Hottle, as stated in their original petition, have discovered since said petition was filed, sundry new grounds on which they are advised that a certificate of discharge should be denied to Henry Hottle, now a petitioner in your court in bankruptcy; and they will add the following to those already stated:

1st. They have been informed and believe, and charge, that said Hottle was entitled to about two thousand dollars at the time of, and before, the filing of his petition and schedule in bankruptcy, which fund was in the hands of his son-in-law, Alexander Crawford, as a trustee, to manage, control, and lay out, for the benefit of said Hottle; and that said Crawford still holds said fund for the purposes aforesaid; and that said Hottle corruptly, and to defraud his creditors, and in fraud of the bankrupt law, failed and refused to surrender said fund in his schedule.

2d. That at the time of filing his said petition and schedule, and before, said Hottle was the owner of a number of valuable *chairs*, viz., about forty, which he corruptly and in fraud of the bankrupt law, failed to surrender in his schedule.

3d. That at the time of filing his said petition and schedule, and before, said Hottle was the owner of a wagon and two horses, of great value, which wagon and two horses said Hottle, by his agent, Alexander Crawford, or by himself, sold to a certain John Probeck; and that said Hottle collected and appropriated the money proceeding from said sale. Your petitioners are not certain as to the date at which said sale was made to Probeck, whether before or after said petition and schedule was filed; but their intent is to charge that said Hottle, at the time of filing his said petition and schedule, was the owner of, and entitled to, either the said wagon and horses, or of the proceeds of their sale as aforesaid; and that he corruptly and in fraud of the bankrupt law failed to surrender either in his schedule.

4th. That the judgment against Jos. Tuley, administrator of Henry Mitchell, mentioned in the original petition of these petitioners; and the other property there mentioned as being in his possession, and not surrendered in his schedule, and the horses therein stated to have been in his possession to this day, and not surrendered in his schedule, were all his, and in his possession and ownership at the time when he, said Hottle, filed his petition and schedule in bankruptcy; and were knowingly and corruptly withheld by him in fraud of the bankrupt law.

5th. That said Hottle, at the date of his said petition and schedule, was entitled in his own right, and for his own use, to various other bonds, debts, claims, and property, which were not surrendered in his said schedule, but were corruptly withheld by him in fraud of the law.

CORPORATION OF STAUNTON, *viz:*

This day Jefferson Kinney made oath before me, a justice of the peace for the corporation aforesaid, that he believes the objections above stated to be correct, with exception of the third objection, about which he knows nothing; and John C. Sowers made oath before me that he believes the facts stated in the third objection to be true.

Given under my hand this 7th day of December, 1842.

TH. J. STUART.

Affidavit referred to in last foregoing order is as follows, (marked 3.)

AUGUSTA COUNTY, *viz:*

This day John C. Sowers, one of the contestants in the petition of Henry Hottle, in bankruptcy, personally came into court, and made oath, that since the last sitting of this court in bankruptcy, and since the amendment by leave of court of the objections of this contestant and others, to the petition of said Hottle, he has discovered that a certain Jacob Teaford will prove that said Hottle held a bond or note on said Teaford, executed by said Teaford to a certain Bare, for a small sum of money, viz., about six dollars, besides interest; that said Hottle held said bond or note at the time of, and for twelve or thirteen years before, filing his original petition; and that since the filing of said petition he demanded the payment thereof from said Teaford. The affiant (burnt so as to be unintelligible) bond or note was surre schedule of said Hottle, as Hottle's property, thereof, but he charges was corruptly withheld. He says that he knew nothing of the existence of the above facts, nor does he believe they were known to his co-defendants 'til since the filing of said objections. He therefore prays that he may, with his co-defendants, be permitted to amend the said objections so as to charge the fraudulent withholding of said bond or note by said Hottle from his schedule.

Sworn to in court, this 10th January, 1842.

NICHO. K. STROUT, *D. C.*

The replication entered in this case is so nearly destroyed by fire, as to make what is left unintelligible. Clerk.

And at another day of said term to wit, on the 11th day of January, in the year last aforesaid, this order was entered.

This cause came on again to be heard in pursuance of its adjournment on yesterday, and not having time to go through with the examination of witnesses, is continued until to morrow.

At which time the cause came on again to be heard in pursuance of the adjournment on yesterday, and not having time to go through with the examination of witnesses, is continued until to-morrow.

At which time, in pursuance of its adjournment on yesterday, this cause came on again to-day, and not having time to hear fully the arguments of counsel, is continued until to-morrow.

At which time, in pursuance of the continuance on yesterday, this cause came on again to-day, and the arguments of counsel being completed, the court, after mature deliberation, is of opinion that the said Henry Hottle is not entitled to a discharge from his debts, and a certificate thereof as prayed for, for the reasons set forth in the bill of objections.

And thereupon the said Henry Hottle, by his counsel, moved the court to grant a trial of his petition for a discharge before a jury of his country, which was accordingly directed; and the trial thereof is continued until the first day of May next.

And another day and term of said court, to wit, at a district court

of the United States, for the western district of Virginia, holden at Staunton, May the 6th, in the year 1844, this order was entered:

This day came again the parties by their attorneys; and thereupon came a jury, to wit: Robert S. Brooke, Charles A. Stuart, Thomas Wilson, Samuel B. Finley, John F. Louis, William Johnston, James C. Shipman, John S. Calvert, William Baxter, William B. Rowland, Newton Switzer, and Charles P. Burke, who were duly elected, tried, and sworn the truth to speak upon the issue joined, and a true verdict render according to the evidence; and the evidence not being fully heard, and the hour of adjournment having arrived, the jury were adjourned over till to-morrow morning.

And the trial of the said matter having been regularly continued from day to day, until the 11th day of the said month, in the year last aforesaid, when this order was entered:

This day came again the parties, by their attorneys, and the jury adjourned over on yesterday also appeared in pursuance of their adjournment; and having retired to their chamber to consider of their verdict, after some time returned into court, and reported that they could not agree; and by consent of the parties, and by direction of the court, Robert S. Burke, one of the said jury, is withdrawn, and the rest from rendering their verdict discharged; and the trial of the issue continued.

On the motion of James Points, the assignee in this case, leave is given him to file a petition againt Alexander Crawford, which petition is accordingly filed; and process is directed against said Crawford to appear and answer in three months after the service of said process, or the matters of said petition will be taken for confessed, and decided as in said petition prayed.

And at another term of said court, to wit: At a district court of the United States, for the western district of Virginia, at Staunton, May the 8th, in the year 1846:

This day came as well the petitioner by his attorney, as the contestants by their attorney. And thereupon came a jury, to wit: Robert S. Brown, John L. Pitzer, William B. Sprowl, Henry Bare, David Gilkeson, John Newton, A. D. Chandler, John A. Smith, John C. Heiskell, Peter Hull, A. G. Wayland, and Mathias Rapp, who were elected, tried, and sworn the truth to speak upon the issue joined, and not having time to go through with the evidence, by consent of parties, (after being admonished by the court) were adjourned 'til to-morrow morning.

And at another day of said term, to wit, on the 16th day of May, in the year last aforesaid, until which time the said matter was progressing by continuation from day to day, this order was entered:

This day came again the parties by their attorneys; and the jury who were sworn to try the issue in this proceeding, appeared in court in pursuance of their adjournment on yesterday, and retired to their chamber to consider of their verdict, and returning into court, upon their oath aforesaid, find a verdict in these words. "We, the jury, find for the petitioner;" and the court adjourns its judgment upon said verdict until Monday next.

And another day of said term, to wit, on the twentieth day of May, in the year last aforesaid, this order and decree was entered:

In the matter of Henry Hottle, in the county of Augusta. In bankruptcy.

The said Henry Hottle having, on the 15th day of March, in the year 1842, filed his petition praying to be deemed and taken to be a bankrupt, and so to be declared by a decree of the court; and having on the 3d day of May, 1842, been duly declared and decreed to be a bankrupt; and having on the 3d day of May, 1842, filed his petition, praying for a discharge from all his debts, and that a certificate thereof might be granted to him accordingly: And the creditors of the said Henry Hottle, and all others concerned in interest, having been duly notified thereof, and to appear here on the 3d day of October, 1842, to show cause, if any they had, why the said discharge and certificate should not be granted: And commissioner Jacob K. Stribling, of Staunton, in the county of Augusta, and assignee James Points, of Staunton, in the county of Augusta, having respectively made their reports to the court in said matter of bankruptcy, to which said reports no exceptions have been taken, and which are therefore hereby confirmed. And on the said 3d day of October, 1842, Jefferson Kinney, William B. Kayser, John C. Sowers, and Benjamin T. Reid, creditors of the said Henry Hottle, having appeared in court, and filed their written objections to the granting of said discharge and certificate to the said Henry Hottle; and the said creditors having afterwards, to wit, on the day of filed their amended objections by leave of the court; and the said matter in bankruptcy, of the said Henry Hottle, having come on to be heard on the 3d day of January, 1843, on said written objections before the court; and the court having refused to discharge said Henry Hottle, and to grant him the certificate prayed for: And the said Henry Hottle having, according to the act of Congress in that case provided, moved the court, by his counsel, for a trial by a jury, of the matters of objection alleged against him by the said contesting creditors: And his motion having been allowed, and issues directed to be tried upon the objections filed as aforesaid by said contesting creditors. And upon the trial of said issues at the present term of the court, the jury having found for the said Henry Hottle upon all the matters of objection in issue before them; and it appearing to the court that the said Henry Hottle has complied with and obeyed all the orders and directions of the court in the said matter in bankruptcy, and has otherwise conformed to the other requisitions of the act of Congress in such cases made and provided, and has done all other things necessary and proper for him to do: And it further appearing to the court, from the verdict of the jury aforesaid, that the said Henry Hottle hath not knowingly and wilfully failed or refused to surrender in his schedule any of his property, rights, or credits, it is considered by the court that the said Henry Hottle is entitled to a discharge from all his debts, and to a certificate thereof, to be granted to him accordingly. And it is therefore adjudged, ordered, and decreed, that the said Henry Hottle is dis-

charged from all his debts. And it is ordered that a copy of this decree, authenticated in the manner in which such decrees are usually authenticated, be, without delay, made out and delivered to the said Henry Hottle by the clerk of this court, as and for the certificate aforesaid.

And the court doth reserve to itself 'til the next term, to decide upon the proper parties to be charged with the costs of this controversy.

And at another term of said court, to wit: At a district court of the United States, for the western district of Virginia, at Staunton, the 12th day of October, in the year 1846, the following order was entered:

In the matter of Henry Hottle, of Augusta county. In bankruptcy.

On a motion made by the petitioner, Henry Hottle, by his attorney, for a judgment for costs against the contestants, John C. Sowers and others.

This day came as well the bankrupt by his attorney, as the contestants by their attorney; and the merits of this motion being fully argued and maturely considered, it is the opinion of the court, for reasons which will appear by a written opinion filed among the papers, that the question of costs arising in this motion, is in its nature a judicial question, and peculiarly proper for the exercise of the sound judicial discretion of the court.

But because this court deems it proper to reserve the question of costs for decision until a final hearing of the petition cause of the said contestants against Alexander Crawford and the petitioner, it is ordered that this motion be for the present overruled, with leave to the petitioner to renew the same hereafter.

The following are the depositions read at the trial in behalf of the plaintiff. It will be perceived that they purport to be taken in the cause depending as aforesaid, in the circuit superior court of law and chancery for Augusta county; but the understanding between the parties was, that they were to be used in this cause. See last decree in this cause, for said understanding, and also page 92.

Said depositions are in the words and figures following:

That is to say: (And it may be proper to add that the said depositions of plaintiff and defendant do not appear in the order and at the dates they were taken; this is owing to the fact that the commissioner did not return them to the office as they were taken respectively, but retained them until they were all completed.)

Depositions.

I, John B. Watts, commissioner for taking depositions, have proceeded, on this 14th day of October, 1844, at my office in the town of Staunton, by consent of parties, to take the depositions of Jacob Kunkle and others, which, when completed, will be offered and read as evidence in a cause now pending and undetermined in the circuit superior court of law and chancery for Augusta county, wherein Alexander Crawford is plaintiff, and John C. Sowers' executors, and others, are defendants;

the said Jacob Kunkle, a witness introduced by the defendants, of lawful age, and duly sworn, deposes as follows:

Question by defendants. Do you know the slaves Susan and her children, in controversy in this cause? If so, state when you first knew them, and in whose possession were they.

Answer. I know Susan and her two sons, Paul and Lewis; as to the rest, I do not know them. I am not able to state the year in which I first knew them; I have known them for six or seven years back, or ever since they were moved to the Pastures. They were, when I first knew them, in the possession of Henry Hottle, in the Pastures.

Question by same. Where was Henry Hottle living when you first became acquainted with Susan and her children?

Answer. At the Springs place in the Pastures, where he now lives.

Question by same. Have you seen Susan and children since? If so, in whose possession were said negroes at all times previous to June, 1842?

Answer. I have seen them since my first acquaintance with them; they were in Mr. Hottle's possession.

Question by same. Do you know anything of the removal of Susan from Henry Hottle's; if so, when, and for what cause?

Answer. I do not know, to my certain knowledge, that she was ever removed from Mr. Hottle's.

Question by same. Was there a general report in circulation in that neighborhood, to wit, Hottle's, about May, 1842, that the creditors of Henry Hottle intended to issue executions and levy them on Susan and her children?

Objected to by plaintiff's counsel. See objections, marked "A," at the foot of the depositions.

Answer. I understood so.

Question by same. How far does the plaintiff reside from Henry Hottle's?

Answer. About one mile and a quarter.

Question by same. How far do you reside from Henry Hottle's?

Answer. Something like three-quarters of a mile.

Question by same. Did you at any time since Hottle lived at the Springs place borrow money, which was obtained at Hottle's house? If so, state the amount and circumstances attending the transaction.

Answer. I borrowed some money of Alexander Crawford; the money was handed to me at Mr. Hottle's house, about $60, and I executed my note to Mr. Crawford for it.

Question by same. Was the money got by the plaintiff Crawford at Henry Hottle's house?

Answer. It was.

Question by same. Where was the note for the *note for the* money left, and with whom?

Answer. I saw Mr. Crawford one day, and asked him if he had my note; he said, as well as I now recollect, that he had not seen it from the time I executed it up to that time.

Question by same. Have you paid the money; who called for it, and to whom was it paid?

Answer. The note is paid; Mr. Hottle called for the money; I did not pay the money myself, but sent *the* it by my son, John *Kunkler*.

Question by plaintiff's counsel. How long did Mr. Hottle live on the Dunlap place before he removed to the Springs place?

Answer. I do not recollect; it might be from one to three years.

Question by same. Did you not know Mr. Hottle and his family during that time?

Answer. I did.

Question by same. You have said in a former answer that you have seen Susan and her two children, Paul and Lewis, since you first became acquainted with them, and that they were in Mr. Hottle's possession; do you mean to say that you never saw them, or either of them, any where else than at the Springs place?

Answer. I suppose I have seen them *them* at the Dunlap place, but I do not know; I do not know that I ever saw her at Mr. Crawford's. Mr. Crawford has a sister of Susan's, and they are so much alike that I do not know them when they are apart.

Question by same. Do you know that several of Mr. Crawford's children stayed at the Springs place, and went to school there.

Answer. I do; the children of Mr. Crawford, say from one to three, were generally at Mr. Hottle's, when I have been there.

Question by same. Do you recollect of ever having gone to the Springs place without seeing one or more of Mr. Crawford's children there?

Answer. I do not.

Question by same. Do you not know that Mr. Crawford worked the Springs place with his hands?

Answer. They worked *through other*, Mr. Crawford and Mr. Hottle; sometimes at the Springs place and sometimes at the Home place.

Question by same. Do you recollect having seen Crawford's cattle or horses at the Springs place?

Answer. I do not recollect his cattle being there, nor do I recollect of seeing any of Mr. Crawford's horses there.

Question. How long have you lived within three-quarters of a mile of the Springs place?

Answer. Fourteen years the 22d day of this month, (October) according to the best of my recollection.

Question by same. Have you any knowledge of the fact, that for one or two seasons, during a part of the summer, Alexander Crawford and his wife removed to the Springs place with their servants, and that bedding and other furniture were brought from the Home to the Springs place?

Answer. I have some knowledge of that; particularly one season; he and his wife moved down to the Springs place, and perhaps some of the servants; I do not know that they took any of their furniture along with them, but I would suppose they might have done so.

Question by same. At what time of the year did you borrow the money, ($60,) you have spoken of?

Answer. It was during the springs season, I would suppose about the last of July or first of August, somewhere along there.

Question by same. Were not Mr. Crawford and his family then staying at the springs?

Answer. I do not think they had moved at that time, but they were backward and forward.

Question by same. How long after you borrowed the money was it that you asked Mr. Crawford about the note?

Answer. From one to two years afterwards, I think.

Question by same. Before you spoke to Mr. Crawford about the note, had any one asked you for the money?

Answer. Mr. Hottle had asked me for the money.

Question by same. Did not Mr. Hottle ask you for the money for Mr. Crawford?

Answer. He did; he told me that Mr. Crawford wanted the money.

Question by same. Do you not know that Crawford was bound for Hottle's contracts and dealings?

Answer. I considered him so with me.

Question by same. Who rented the Dunlap place on which Hottle lived before he moved to the Springs place?

Answer. The plaintiff, (Crawford.)

Question by same. When Crawford told you he had not seen the sixty dollar note since it was executed, did you understand him to say that he parted with it?

Answer. I did not understand him as having parted with it; my impression was that he had left it at Hottle's.

Question by same. Is not Mrs. Hottle a decrepid and infirm old lady?

Answer. She is.

Question by defendants. How do you know that Crawford owns a sister to Susan?

Answer. I think I heard Mr. Hottle say they were sisters.

Question by same. How do you know that it was Susan at the Springs place in possession of Hottle?

Answer. I made shoes for her.

Question by same. Did Henry Hottle become offended with you a short time before he demanded payment of the note of which you have spoken?

Objected to for irrelevancy by plaintiff's counsel.

Answer. I thought he was offended.

Question by same. Did you see Crawford shortly after the demand made by Hottle of the money? If so, what passed between you and Crawford on that subject?

Answer. I saw Mr. Crawford pretty soon afterwards, and told him that Mr. Hottle had demanded the money of me, and asked him if he wanted it. He said they did want money at the time, but they had made out without it.

Question by same. Why did you consider Crawford bound to you for what you done for Hottle?

Answer. I asked Mr. Crawford if I should charge to him the work I done for Mr. Hottle. He said I should, and that he would pay it.

Question by same. How did you finally settle your dealings and accounts with Hottle, and from whom did you receive payment?

Answer. Mr. Hottle told me afterwards to draw off my account for his work separate. I had charged all the work I done for Crawford and Hottle to Crawford. He (Hottle) said he would pay his own account himself, which he did accordingly.

Question by same. What kind of work was it that made up your account with Hottle?

Answer. It was shoemaking.

Question by same. Were there any shoes charged in that account made for Susan and her children?

Answer. There were.

Question by same. Was not the Springs place the most convenient place for a school in the neighborhood?

Answer. It was not for the neighborhood; the most convenient point would have been lower down.

Question by same. By moving it lower down, would it have been nearer to, or farther from, Crawford's house; and are there any families residing above Crawford's for several miles?

Answer. It would have been farther from Crawford's house; there is no family above Crawford's until you get to the tavern in the Gap, a distance of six miles.

Question by same. At what times have you known the hands of Crawford and Hottle to be at work together at Hottle's?

Answer. In mowing time.

Question by same. Did Hottle at any time tell you of any means or funds he had in the hands of Crawford? If so, state when and to what amount.

The plaintiff, by his counsel, objects to this question, as intended to introduce the declaration of Hottle, who is not a party to this suit, in order to prejudice the plaintiff's rights.

Answer. Hottle told me at some time (but the precise time I do not recollect,) that there was an understanding between Crawford and himself, by which there was to be the sum of $1,500 laid out for his, Hottle's, benefit.

Question by same. Was that communication made to you since he (Hottle) moved to the Springs place?

Answer. I think it was, but I am not certain; I am certain that it was since he moved to the Pastures.

Question by plaintiff's counsel. How much did your account for work done for the people at the Springs place, and which you say Mr. Hottle settled with, amount to?

Answer. I am not able to say at present what the amount was.

Question by same. Did it amount to $5?

Answer. From $5 to $10; may be more.

Question by same. How was your account with Mr. Crawford settled; did not Mr. Hottle settle a part of that?

Answer. Mr. Crawford and myself made a settlement, and he paid me himself; after striking a balance of accounts, he paid me $5.

Question by same. What items of account had Crawford against you?

Answer. I suppose there were some groceries; perhaps some leather. I had borrowed $50 of Crawford, and that was settled in the accounts. The accounts had been running some three or four years.

Question by same. Who delivered to you the groceries and leather for which you settled with Crawford?

Answer. I got them at Crawford's.

Question by same. Did Mr. Hottle never deliver you any groceries or leather?

Answer. I had sent by Mr. Hottle for leather, and I suppose groceries too. I had sent frequently by him and the money.

Question by same. Did you send the money for all the leather or groceries you got?

Answer. I *expect* not; I don't think I did.

Question by same. With whom, and how, did you settle for those groceries, or the leather brought by Hottle, and for which you did not send the money?

Answer. It was settled in the bill I had against him.

Question by same. Did you never settle with Crawford for any groceries or leather brought by Hottle?

Answer. Not that I recollect.

Question by same. Did you never get of Crawford any groceries, or leather, or fish, except what you got at his house?

Answer. I do not think I have.

Question by same. How much money did Hottle ever pay you for shoemaking?

Answer. I do not know that he ever paid me any; he might have paid me some trifle.

Question by same. Are you distinct in your recollection that Mr. Crawford has never paid you any thing for work done for the people at the Springs place?

Answer. I do not think he ever has. I have an account now against Mr. Crawford, which is not settled, that includes work done for the people at the Springs place. The account is charged to Hottle; but Hottle told me some time ago to charge it to Crawford, that Crawford would pay it.

Question by same. Although you kept a separate account for Hottle, did you not all the while consider Crawford as bound to pay it?

Answer. I did; I always consider that if Hottle did not pay me, I had recourse to Crawford.

Question by same. Did you never see any of Crawford's hands ploughing at the Spring's place?

Answer. I do not recollect that I ever saw them ploughing there.

Question by same. Did you never see Crawford's Joe ploughing there?

Answer. I have seen him ploughing there often.

Question by same. Did you never see Crawford's hands cutting oats at the Springs place?

Answer. I do not recollect that I saw any without it was Joe. I think he did cut some oats at the foot of the meadow.

Question by same. Did you never see any of Crawford's hands threshing wheat at the Springs place?

Answer. I was at Mr. Hottle's at one time, when he was threshing wheat; but I do not know that any of Crawford's hands *hands* were there; though they may have been there; I think there is a great probability that they were there. I have seen frequently hired persons at Mr. Hottle's.

Question by same. At the time you speak of seeing them threshing at the Springs place, did not Mr. Crawford's wagon team come to your house and take away the threshing machine to the Springs?

Answer. I think Mr. Crawford hauled the machine from my house.

Question by same. Who employed the school teachers that taught at the Springs place?

Answer. Mr. Crawford made up the schools.

Question by defendants. You state that you now have an account against Hottle, and that Hottle told you to charge it to Crawford, that he would pay it; when did Hottle tell you this?

Answer. I think it was since the executions were levied upon the slaves.

Question by same. Why did you always consider that if Hottle did not pay your account, you had recourse to Crawford?

Answer. According to rumor Mr. Hottle was broke, and I asked Mr. Crawford if he would pay me for work done for Hottle. He told me he would.

Question by same. Do you know to whom the boy Joe, of whom you have spoken, belongs?

Answer. I do not know, of my own knowledge, whose boy he is?

Question by same. Do you know that the machine of which you have spoken was stopped at Hottle's or taken on to Crawford's?

Answer. I am not able to say.

The counsel for the plaintiff here, once for all, objects to every thing in the foregoing deposition referring to any declarations, orders, or directions, given or made by Hottle in reference to any matters whatsoever not in Crawford's presence.

(A.) The counsel for the plaintiff objects to the question referring to the rumor of an intention on the part of Hottle's creditors to levy on the slaves Susan and her children, because Crawford's action, or those of his agents, cannot be presumed to be affected by rumors, until it be first proved that Crawford knew *that Crawford knew* that such rumors were afloat.

No further questions being asked, further this deponen: saith not. This deponent being asked at what time he saw Joe ploughing and cutting oats at Hottle's, replies, that he saw him ploughing this summer; and it might be one or two years ago, he saw him cutting oats.

JACOB KUNKLE.

John Kunkle, another witness introduced by the defendants, of lawful age, and duly sworn, deposes as follows:

Question by defendants. Did your father send by you the money spoken of by him in his deposition, to pay the note of about $60? If so, to whom did you pay it.

Answer. He sent the money by me; I paid it to Mrs. Hottle, the wife of Henry Hottle.

Question by same. Did she produce and deliver the note on payment of the money?

Answer. She did.

Question by same. Who calculated the interest on the note?

Answer. Mrs. Hottle and myself.

Question by same. Where was the money paid?

Answer. At Mr. Hottle's.

Question by same. Was Alexander Crawford at home at the time or not?

Answer. I do not know whether he was or not.

Question by same. Was there any thing said about going for Mr. Crawford to get the interest calculated? If so, state what that conversation was.

The above question is objected to by plaintiff's counsel, on the ground that the declarations of others are not evidence against the plaintiff.

Answer. When I went to Mr. Hottle's he was out in the woods hauling wood. I went to where he was, and told him I had brought the money to pay that note; he said that he had nothing to do with it; that if Mrs Hottle and myself could not calculate the interest, to go to Mr. Crawford.

Question by same. Who claimed the money? Objected to by plaintiff's counsel.

Answer. Mrs. Hottle told me it was her money.

No further questions being asked, further this deponent saith not.

JOHN L. KUNKEL.

Samuel Peaco, another witness introduced by the defendants, of lawful age, duly sworn, deposes as follows:

Question by defendants. Do you know of Henry Hottle owning any property, or have you ever heard him say any thing about his owning property? If so, state when.

Answer. (Plaintiff by his counsel objects to the question, on the ground that the declarations of Hottle are not evidence. Hottle came o the Valley mills in the spring or fall of 1841, and told me to tell

Mr. Calhoun that if he would buy a horse of him he would lend him $400; that he had that amount by him, for which he had no use.

Question by same. Did Hottle say where he had gotten the horse?

Answer. I think he said it was one of the Ohio horses, one of those he had brought from Ohio with him.

Question by same. Did he say any thing about negroes at that time?

Answer. He did not in that conversation. But some time afterwards, in the fall term of the federal court of 1842, he overtook me as I was going out home, and told me he was anxious to get through with his bankrupt case; that he wanted to go to Harrison county, buy himself a place there, and take his negroes out with him; that he would be able to do so.

Question by same. Was this last conversation before there were objections filed to Hottle's petition in bankruptcy or not?

Answer. I cannot say whether it was or not.

Question by same. Was Hottle frequently at the mills?

Answer. He was the two first years I kept there, 1840 and 1841.

The plaintiff's counsel excepts in toto to so much of the foregoing deposition as relates to the declarations of Hottle.

No further questions being asked, further deponent saith not.

SAMUEL PEACO, Jr.

Not having time to finish the taking of these depositions on to-day, an adjournment was made over until to-morrow morning at 11 o'clock.

JOHN. B. WATTS, *Commissioner*.

October 15th, 1844. Met pursuant to adjournment

Jacob Teaford, another witness introduced by the defendants, of lawful age, and duly sworn, deposes as follows:

Question by defendants. Did you reside near the Hottle mill place at the time he conveyed that (the mill) property to the plaintiff, Alexander Crawford?

Answer. I resided about one mile and a half from there at the time, probably not so far.

Question by same. Were you acquainted with the slave Susan, her children, Paul and Lewis, in controversy in this cause? If so, where were they, or in whose possession were they from the time Hottle sold the Mill place to Crawford, up to the time at which Hottle moved to the Pastures?

Answer. I was acquainted with Susan and her son named Paul. I did not know much about the other one; he must have been small. I do not know in whose possession they were from the time of the sale to Crawford until Hottle removed to the Pastures. I do not know any thing of their being taken from Hottle until near about the time he (Hottle,) removed to the Pastures; my recollection is slight on the subject any how.

Question by same. Do you know when Hottle removed to the Pastures? If so, be pleased to state the time.

Answer. I think he moved to the Pastures in the latter part of the summer, or fore part of the fall; but as to the year I cannot be positive, but to the best of my recollection it was in 1836.

Question. Was it after or before the sale made by Crawford to Cline, that Hottle moved to the Pastures?

Answer. I do not recollect.

Question by H. W. Sheffey, plaintiff's counsel. How old was the boy Paul in July, 1835?

Answer. I do not recollect.

Question by same. Do you recollect when Paul was born?

Answer. As well as I now recollect, he was born in 1831, but as to this I cannot be positive.

Question by same. Do you recollect of Mr. Crawford's hands gathering the corn crop in the fall of 1835, on the Mill place?

Answer. I do not believe I know any thing about that.

Question by same. Do you know of Mr. Crawford's hands working on the Mill place after the sale by Hottle to Crawford?

Answer. There was work carried on there, but by whose hands I can't say that I recollect.

Question by same. Do you recollect any thing of Mr. Crawford's cattle or stock being kept at the Mill place?

Answer. I recollect of Crawford having stock there, but in what year [or] at what time I do not recollect; it was stock, at least, that he claimed. As well as I now recollect it was 1835 or 1836, or may be 1837, I can't be positive.

Question by same. Do you recollect that the scarlet fever was in your neighborhood in the latter part of 1834, or the early part of 1835; if so, do you recollect that Susan's children were sick of that disease?

Answer. Scarlet fever has been in the neighborhood, but at what time I can not say.

Question by same. Do you recollect that Susan had a son called Silas?

Answer. As to the name I do [not] know, but I know that she had one that died.

Question by same. Did not this child die at a time when the scarlet fever was in the neighborhood?

Answer. I do not recollect.

Question by same. How old was this child when he died; was he older than Paul, or younger?

Answer. As well as I now recollect he was older than Paul, but I cannot be positive. As well as I now recollect he was buried alongside of his father, in front of where I lived, but as to the day or year I can't say.

No further questions being asked, further this deponent saith not.

JACOB TEAFORD.

John Teaford, another witness introduced by the defendants, of lawful age, and duly sworn, deposes and says:

Question by defendants. Did you live near the Mill property sold by Hottle to Alexander Crawford? If so, state the probable distance.

Answer. I lived in about one hundred yards of the mill.

Question by same. Had you many transactions with Hottle, and were you well acquainted with his property?

Answer. We dealt together right smart; I once stilled for him, coopered for him, and [had] a good deal of dealings one way or another. I was well acquainted with his property; I knew his stock probably as well as he did himself; they came to water-right before my house every day.

Question by same. Had he a small or a large stock of personal property about him, and negroes, before the sale of the farm and mill to Alexander Crawford?

Answer. He never kept a large stock, but his stock was very good; he had a good many horses, some six or seven, and he had negroes.

Question by same. Were you acquainted with Susan and her children? If so, state in whose possession they continued until Hottle moved to the pastures.

Answer. I saw them almost every day they continued on the place, until a few days before Hottle moved to the Pastures; Susan went out to the pastures a short time before the family moved, returned, and then went out with Mrs. Hottle.

Question by same. To whom did Susan render service whilst she remained on the Mill place?

Answer. She worked for Hottle's family; sometimes Mr. Crawford was there, sometimes some of his children and one of his negro boys.

Question by same. Had you any conversation with Hottle before or about the time of the sale by Hottle to Crawford? If so, state what that conversation was, and about his being broken up.

Answer. I had conversations with him; he told me he had made over or sold his property to Crawford, I do not recollect which; he said he would not have done so, but he was determined never to pay the Reed & Smallshoffer debts. I asked him if he thought he was safe in doing so? He said he had a good instructor; and I think he said John Churchman had put him in the way of it, or something to that amount; he said he had money enough in Crawford's hands to do him and his wife their lifetime.

Question by same. Did Hottle say or explain to you how he had gotten money into the hands of Crawford? If so, state what he said.

Answer. I do not recollect that he did.

Question by same. Did Hottle say any thing about his manner of trading with Crawford? If [so,] state what he said.

Answer. As well as I recollect, he said Crawford had traded him the place in the pastures for the Mill property, and that he had given Crawford a deed of trust on the place in the pastures, but for what sum I do not recollect; I think he told me for pretty nearly as much as the property was worth. He said he had given Sowers a deed of trust upon the same property, but that Crawford's was first.

Question by same. Did he, Hottle, say why he had taken the land in the pastures from Crawford, and did he say any thing about the value [of the] land?

Answer. I do no think he *said*.

Question by same. Did he, Hottle, say anything to you as to his manner of selling horses to, and buying from, Crawford?

Answer. He told me that he sold horses to Crawford, and said, "you know when I want them I am foolish enough to give any price to get them back; that it was nobody's business but his own."

Question by same. What did he say as the price at which he sold them to Crawford?

Answer. I am not certain whether he said at a low or high price.

Question by same. Do you know of Hottle selling any horses to Crawford and buying them back?

Answer. I know of several that they traded backwards and forwards in that way.

Question by same. Do you know the terms on which Reed & Hottle set aside their contract, and the property returned to Hottle?

Answer. Nothing more than hearsay.

Question by same. Did you ever hear Hottle or Crawford say what he, Hottle, was to give Reed for a new bargain?

Answer. I never heard Crawford say a word about it; I rather think Hottle told me he was to give $500 for a rue bargain.

The counsel for the plaintiff, once for all, objects to all the foregoing questions and answers that refer to any declarations of Henry Hottle, the same not being evidence in this cause.

Question by counsel for plaintiff. You say you were well acquainted with Hottle's stock; how many horses did Crawford get of Hottle when Hottle broke up?

Answer. He got four.

Question by same. Will you be so good as to describe them, and state the value of each at the time?

Answer. I cannot describe the horses exactly, nor can I say what the value of the horses was exactly at the time. I know he got a bay horse with a blaze face; I know he was a good horse, but do not know what he was worth.

Question by same. Were you present when John Churchman sold out all of Hottle's personal property in December, 1835?

Answer. I was at that sale, but he didn't sell all.

Question by same. What part of the property was not sold?

Answer. I cannot say that all the property was not sold; but there were four horses, stills, tubs, farming utensils, hogs, and cattle, that were not sold; the grindstone and gun were not sold. There might have been some of the farming utensils sold; if there were, they were very few.

Question by same. Do you not know that the stills and tubs had, before that, been sold to John Tyree, of Bath county, and that, at the time of the sale, there was nothing in the still-house but an old loom?

Answer. I do not recollect.

Question by same. Was not all of Hottle's property sold, except what Crawford got in the trade of lands?

Answer. I expect he sold all the property except what Crawford got; but how Crawford got the property, whether in the trade of lands, or how, I can't say.

Question by same. Were you examined as a witness in the trial of objections to Henry Hottle's discharge in the bankrupt court? If so, state how often.

Answer. I was examined twice as a witness in that case.

Question by same. In your evidence in that case you stated that the four horses, wagon, cattle, and other property that Crawford got of Hottle, was worth between $300 and $400; are you of the same opinion now?

Answer. I did not so state in my examination in the federal court; I think the wagon and horses themselves were worth $400.

Question by same. State how [many] cows or cattle Crawford got.

Answer. I can't say how many [he] got.

Question by same. How many hogs did he get?

Answer. I can't tell; he got all he had.

Question by same. At the sale made by Churchman what amount of property in value was sold; do you suppose it amounted to $300?

Answer. I don't know what it amounted to.

Question by same. Did not Alexander Crawford buy many of the articles sold by Churchman; and, if so, did not that property remain on the place until the family were removed to the Pastures?

Answer. Yes, sir, he bought a good deal of it; the principal part of the property remained on the place until the family removed to the Pastures.

Question by same. Whose wagon removed the family to the Pastures?

Answer. It was the wagon that *youst* to go in Hottle's name, and the same horses; Crawford's wagon might have been there; some kind of a vehicle, probably a carriage, belonging to Crawford was there, and Mrs. Hottle and the black woman went out in it. Crawford brought the carriage there, and I suppose it belonged to him.

Question by same. Do you recollect of Crawford's hands working on the Mill place after it was sold by Hottle to him?

Answer. Sometimes there were some of them there.

Question by same. Who gathered the corn crop in 1836?

Answer. Hottle and a black man of Crawford's, I believe; I believe the black man gathered the most of it.

Question by same. Do you recollect that Crawford's stock was on the place?

Answer. I recollect that Crawford had stock on the place after the sale to Crawford; he had had stock there some year or two before; he had put them at John's to feed, and removed them to Hottle's to be fed there after the straw had given out at John's.

Question by same. After the sale by Hottle to Crawford, did not Crawford have possession of the Mill place?

Answer. I do not know who had the possession; Hottle still continued to do business there.

Question by same. Do you recollect that Crawford hauled away the corn in the fall of 1836?

Answer. The corn was hauled, I believe, by the team that Hottle had owned; Crawford's might have hauled too, but, if it did, I do not recollect it. Hottle wanted to make a bargain with me to board the hands gathering and shucking his corn, for the shucks, but we could not agree, and I did not board them; I believe he boarded them himself.

Question by same. Do you recollect the negro boy Silas, the son of Susan?

Answer. I recollect Silas who died.

Question by same. Of what disease did he die, and how long before Hottle moved to the Pastures?

Answer. I do not know what disease it was of which he died, but Dr. Cooper pronounced it scarlet fever. I do not recollect how long it was before Hottle moved to the Pastures.

Question by same. Were Susan and her two smaller children, or any of them, sick about the same time of scarlet fever?

Answer. Paul might have been sick too with scarlet fever, and Susan also, but if they were it was but lightly. I do not think Lewis was born at the time, but I won't say for certain.

Question by same. You have said that Susan went to the Pastures a short time before the family was removed. Who took Susan to the Pastures?

Answer. That is more than I can say.

Question by same. At this distance of time can you pretend to say how long Susan was in the Pastures before the family was removed?

Answer. She was in the Pastures but a short time, according to my recollection.

Question by same. You have said you did not know how she went to the Pastures; what impresses it on your mind that she was there but a short time?

Answer. Because I very seldom missed her.

Question by same. How far do you live from the Mill place?

Answer. About one hundred yards from the house.

Question by same. When you gave evidence in the Hottle case before, did you say any thing about Hottle's telling you that Churchman was his adviser?

Answer. The first time I did, but I think I did not the last time. I was not asked the question.

Question by same. Did you know of your own knowledge that Hottle ever sold Crawford a horse before Hottle broke up?

Answer. I was not present at any sale made by Hottle to Crawford; I know of horses being charged.

Question by same. Do you recollect whether you stated at the Hottle trial that the negroes were sick in 1834; if so, is your recollection the same now?

Answer. Probably I did. Whether it was 1834 or '35 or not, it was before the sale to Crawford that the negroes were sick.

Question by same. Was it not a well known fact in the neighborhood that Crawford had bought Hottle's negroes.

Answer. That I cannot say. It was said that Crawford had gotten the negroes, but how he had gotten them I did not know, nor do I suppose any of the neighbors knew.

Question by same. For a considerable time before October, 1835, say for a year or two, what were the circumstances of Henry Hottle?

Answer. He was generally in debt. He was possessed of a good deal of property at the time. He did not seem to be pressed more for money than was usual with him. Sometimes he carried on a right smart business; sometimes he had two teams, and sometimes but one. But a short time before the sale to Crawford, probably not as much as a year before, he had two teams; one of the teams was broken, and two or three of the horses, I am not certain which, were sold by Churchman.

Question by same. What was Hottle's general business?

Answer. He wagoned, farmed, milled, and before that *youst* to still some.

Question by same. Was not Hottle himself usually engaged in wagoning?

Answer. He very often was.

Question by same. Is the wagoning business commonly a profitable or a losing employment?

Answer. That I cannot tell you.

Question by defendants. How long was the sickness of which the boy Silas had died, before Hottle's sale to Crawford?

Answer. I do not know exactly how long, but it was some time before.

Question by same. Was it as much as one year, or was it less?

Answer. I should say it was over a year.

Question by same. Were Susan and her sons, Paul and Lewis, at the time of the sale to Crawford, healthy and strong, or were they not?

Answer. I believe they were healthy and strong. I heard no complaint among them at the time. I saw them almost every day.

Question by same. Do you know for whose benefit the sales were that were made by Churchman, of which you have already spoken?

Answer. I do not of a certainty, but I believe for Samuel Sterrett as one, and also for some creditors in Richmond.

Question by plaintiff's counsel. You have said that the negroes were sick, according to your recollection, more than a year before Hottle sold to Crawford, do you mean a year before Hottle sold the Mill place to Crawford?

Answer. I think it was more than a year before Hottle broke.

Question by defendants. What were the condition and health of Susan and sons about July, 1835?

Answer. I cannot say what their health was at that time. They were generally a healthy set of negroes.

Question by same. What do you suppose was the value of the wagon, four horses, and gear, embraced in the deed from Hottle and wife to Crawford, filed in this cause?

Answer. About $400.

Question by same. What do you suppose was the value of the five cows, three *bear sheere* ploughs and harrow, conveyed in said deed?

Answer. I cannot say what the value was. The cows I suppose were worth from $15 to $20. The ploughs about $3 each, and the harrow $1. Cows were high in that day, and Hottle's stock was generally good.

Question by same. What do you suppose was the value of all the corn, wheat, and rye, conveyed in said deed, deducting the part which the tenant was entitled to as a cropper, say one-third?

Answer. I cannot say how much there was, though there was a good crop of corn that year on the place.

Question by plaintiff's counsel. Do you not know that the wagon referred to was an old one, and that a new body was made for it after the sale, which was ironed by John Merritt?

Answer. Likely the wagon was worn a little. They might have made a body to it after the sale, if they did, I do not recollect it; it had a body good enough to go in the road before the sale.

Question by same. What makes you recollect that cows were high in 1835?

Answer. I do not positively recollect that they were high at that time, but it is my impression that they were high at that time.

No further questions being asked, further this deponent saith not.

JOHN TEAFORD.

Not having time to complete the taking of these depositions on to-day, adjourned to meet at 9 o'clock to-morrow morning.

J. B. WATTS, *Commissioner.*

9 o'clock on Wednesday morning; met pursuant to adjournment.

James Berry, another witness introduced by the defendants, of lawful age and duly sworn, deposes as follows:

Question by defendants. Were you present at the sale of the Eastham tract of land made by John Churchman as commissioner under a decree of the superior court of Augusta county? If so, state at what time the sale was made, the quantity of land sold, at what price, and to whom.

Answer. I was present at that sale. It took place in the month of January, 1843, I believe. The tract contained one hundred and ninety or ninety odd acres. The price at which it sold was nine hundred and five dollars. It was purchased by Alexander Crawford.

Question by same. Was the whole tract sold at that sale, or only a part thereof?

Answer. I believe the whole was sold.

Question by same. Was there more than one tract included in the sale; if more than one, how much did each contain?

Answer. I do not recollect of any more than one tract being mentioned by Mr. Churchman, the commissioner.

Question by same. You speak of the tract containing only one hundred and ninety or odd acres; are you certain that it was one hundred and ninety or one hundred and ninety odd, or two hundred and ninety, or two hundred and ninety odd?

Answer. I believe I was mistaken in the quantity. The old Eastham tract contained one hundred and ninety or odd acres, and I think Eastham had purchased a tract adjoining, containing about one hundred acres, principally wood land. The whole was included in one on the day of sale.

Question by same. Had you any conversation with Henry Hottle at any time about the loan of money? If so, state what that conversation was?

Answer. Mr. Hottle, some two or three weeks before he came before me to qualify to his schedule in bankruptcy, told me that Mr. Joseph McCutchen had got the loan of $500 or $600, I will not be positive which, from us, and that Mr. Crawford was getting uneasy, fearing that McCutchen might fail, and of losing the money; that he had some notion of proposing to McCutchen that if he would give $100 a piece for two horses that he had brought from Ohio, and give his two sons for security, he would wait with him four years for the money. He said that he would hate to lose that money, for it was the money that Alexander Crawford had given him and the old lady to live on in their old age.

Question by same. Who did you understand had brought the two horses from Ohio?

Answer. I understood from Hottle that he himself had brought them.

Question by same. Did Mr. Hottle describe to you the horses refer ed to?

Answer. I do not recollect that he did at that time.

Question by same. Did Mr. Hottle at any other time show to you, or describe the horses he had brought from Ohio?

Answer. At one time as I was passing, Mr. Hottle called to me and showed me a roan horse, which he said he had brought from Ohio, and told me he had a brown horse then at work in the wagon, which he had also brought from Ohio; that he considered the best horse, but I did not see the brown horse at that time.

Question by same. What distance is your residence from Crawford's and Hottle's?

Answer. About three miles, perhaps a little upwards from Hottle's, and about five miles from Crawford's.

The plaintiff by his counsel, once for all, excepts to every part of the foregoing depositions referring to Henry Hottle's declarations, which are not evidence in this cause.

Question by H. W. Sheffey, counsel for plaintiff. At the sale of the Eastham land in January, 1843, were there many persons present?

Answer. There were not many persons, probably some six or seven, including Crawford and Churchman.

Question by same. Was not the land sold for cash?

Answer. I did not hear the terms proclaimed by Mr. Churchman that I now recollect.

Question by same. Was not the land sold under a decree of the court to satisfy Crawford a balance of the purchase money of the land due from Windle?

Answer. I believe so.

Question by defendants. Are you acquainted with the slave property of Alexander Crawford? If so, state how many men and boys there are among the slaves, and what alteration has taken place in that property since about the period of 1836?

Answer. I am acquainted with the slave property of the plaintiff, both before and since 1836. I do not recollect that he had but one grown man about the year 1836; he had two boys, from fifteen to eighteen years old. The grown man he sold since that time. How many little boys he has at this time I cannot say. He sold the grown man to a Mr. Pitman, and took a woman and a boy, I believe two boys, in the trade. How many he has of his own raising, I am unable to say. He has three that he calls working hands at this time, and several little boys, I cannot say how many.

Question by same. At the sale of the Eastham land in 1843, of which you have spoken, did the plaintiff say any thing to you about bidding for said land for him? If so, state what sum he authorized you to bid for said land.

Answer. He, Crawford and Churchman, passed by my house on their way to the sale, and both asked me to go along with them as a bidder, that they might make a fair sale. Crawford said he did not want the land. I told him that if I should go along, and the land knocked off at my bid, he must take it off my hands. He replied that he would do so. After we had gotten on the land, I asked Crawford to step aside with me, and asked him how much I should bid for the land. He told me not to [bid] over $900. When we went into the house, the land was crying at $800; I bid $50 more, and immediately another man bid $900; and after being cried at this bid for some time, Crawford bid $5 more, and the land was struck down to him.

Question by plaintiff's counsel. You say you were acquainted with the plaintiff's slave property; how many slaves has he now?

Answer. I do not know how many he has; but probably some eighteen or twenty, big and little.

Question by same. When did Mrs. Crawford, the mother of the plaintiff, die?

Answer. I will not be positive, whether it was the spring of 1840 or 1841.

Question by same. Did she not have ten or twelve dower slaves, formerly the property of Alexander Crawford, sen'r, deceased?

Answer. I believe a woman and family of children were left to her during her lifetime. But I do not know this of my own knowledge. And perhaps the husband of the woman was left her also.

Question by same. Do you not recollect two men named Jesse and Westley, and two women named Jane and Matilda?

Answer. Yes, sir, I recollect that old Mr. Crawford owned such slaves.

Question by same. Were not these negroes kept on the home place, and worked by Alexander Crawford until 1837, when they were divided amongst the children?

Answer. They were there for some time after old Mr. Crawford's death, and were worked and managed by Alexander Crawford. But at what time they left the place I have no recollection.

Question by same. Do you recollect what is the name of the woman bought of Pitman, and where she is now?

Answer. No, sir, I don't. But I think she died some short time after Crawford purchased her.

Question by same. Don't you recollect that that woman had four children, Bill, Reuben, Margaret, and Murray?

Answer. I do not recollect that I know how many children she had. I do not recollect that I ever understood the names of them. I know, though, that Mr. Crawford has slaves of those names.

Question by same. When Mr. Crawford requested you to bid for the Eastham land, which he said he did not want, did he not say that he believed, as he wanted money very much, he would let it go for $900 cash?

Answer. Mr. Crawford said he would rather have the money than the land. That if any one would bid up to the amount of his debt on the land, he would make the terms to suit the purchaser.

Question by defendants. What is the age of the boy Reuben of whom you have spoken? Has the plaintiff more than one boy of that name, at this time?

Answer. I would not suppose Reuben to be more than eight years old at this time. I have no recollection of his ever having but the one boy of that name.

No further questions being asked, further this deponent saith not.

JAMES BERRY.

Ephraim Woodward, another witness introduced by the defendants, of lawful age, and duly sworn, deposes and says:

Question by defendants. State whether you had any conversations with Henry Hottle before March, 1842, in relations to his property or money. If so, state what they were.

Answer. Since Mr. Hottle moved to the Pastures, on one occasion, when I was on my way from either Charlotteville or Scottsville, Mr.

Hottle overtook me about a mile the other side of Mr. Pride's, in Buffalow gap, and after asking me about the news below, got to talking about his money and lands in the hands of Crawford. He spoke particularly of two bonds as being in the hands of Crawford on Mr. Liptrap, and said that he was afraid that Mr. Liptrap was about to fail; that if Crawford did not collect them, he would take them out of his hands and collect them himself. He also said he had money enough to pay all his just debts, and then have enough to support himself and family; that his unjust debts he never would pay. These communications were voluntary on his part, wholly unsolicited by myself.

Question by same. Did Hottle at other time make statements to you as to his money and means? If so, state when, and also his disclosures.

Answer. I do not recollect of his having made any other statements to me about his money.

Question by same. Had Hottle any conversation with you on the day your deposition was taken in the bankrupt suit? If so, state what passed.

Answer. On the day my deposition was taken at Mr. Berry's, in the Pastures, Mr. Hottle met me on my arrival, took me by the hand, and we went into the shed room of the house. We seated ourselves on hunkers, there being no chairs in the room at the time, and he remarked "I suppose, Woodward, you are going to tear me to pieces to-day." I replied "no, Mr. Hottle, I suppose not." I got up and walked into the main room of the building, where the depositions were being taken. In the evening Hottle came to me and asked me "what do you know, Woodward, about this matter?" I replied, I know probably too much, Mr. Hottle, and that I got it all from his own mouth. I then went on to state to him what I stated in my deposition, and he replied, "Woodward, Woodward, shoot me, shoot me; take me out behind the house and shoot me." I told him "no, I would not do that; that if he wanted to die, to kill himself." He replied "do, do, for it will ruin Crawford." He asked me if I would not be willing to make oath that he was a deranged man by times; that if I would do so, he would get his lawyer to ask me that question. I replied "no, I would not." He then said if I would, he would be my friend as long as he lived. I told him again I would not. To which he replied "well, well, be as light on me as you can."

Question by same. Did Hottle, in either of the conversations referred to, say any thing about indulgence from his creditors? If so, state what.

Answer. I do not recollect that he did. In the latter conversation in the shed room, I think he said, that if they dragged every thing from him, it would be impossible for him to pay his debts.

Question by same. Did Hottle, at any time, tell you with what funds the Ohio horses were purchased, and who purchased them?

Answer. Mr. Hottle told me that Crawford gave him two hundred and thirty dollars, and that with it he had borne his expenses to Ohio and back, bought two horses and a mare, and that he had sold the mare.

He also said that he must have a hundred dollars apiece for the brown and roan, the other two; and that then he would have his expenses clear.

He told me that the money he had gotten of Crawford was money that Crawford had collected of McCutchen.

Question by same. Did you know the Ohio horses? If so, when did you see them last in the possession of Hottle?

Answer. I knew them both. I think it was last February twelve months, I met Mr. Hottle about two miles on this side of my house, on his way to widow Lucas's, to get a daughter of her's, a widow Smith, to take her out to Bell's to weave; he was then riding one of the horses.

Question by same. Did Hottle say to you, at any time, any thing about Crawford's buying Kerr's place? If so, state for whose benefit.

Answer. I do not recollect that he ever said any thing to me on that subject.

The counsel for the plaintiff excepts to every point of the foregoing deposition that refers to the declarations of Henry Hottle, as improperly introduced as evidence; and only for the sake of explanation consents to cross examine the witness as to said declarations and the conduct of said Hottle on the occasions referred to, with a protest against the admission of any such evidence.

Question by Hugh W. Sheffey, counsel for the plaintiff. Did you not think that Hottle, when at Berry's on the occasion when depositions were taken there in his bankrupt case, acted very much like a man out of his senses?

Answer. He did, and often does. But not more so then than I had known him to do at other times. I have never thought him a deranged man.

Question by same. Is not Hottle very fond of talking largely and of boasting?

Answer. He is at times. He boasts a good deal and talks largely.

Question by same. Did you not understand at Berry's, that Hottle's uneasiness and apprehension arose from the fact that he feared his talk would hurt Crawford?

Answer. No, I did not believe it was that.

Question by same. Have you not already said that Hottle asked you to shoot him, and that when you replied that you would not, he replied "do, do, for it will ruin Crawford." If so, what did you understand would ruin Crawford?

Answer. I understood him to mean this, that he had opened to me a secret between Crawford and himself, and that he wished that he had kept it to himself.

Question by same. Did you ever see the plaintiff Crawford in possession of one of the Ohio horses?

Answer. I have seen [him] riding the brown horse once or twice probably.

Question by same. How long has it been since you moved to the Pastures?

Answer. Eleven years the 8th of the present month, (October.)

Question by same. How far is your land from the Eastham tract of land?

Answer. The hundred acres adjoins my land. The 190 acre tract is about a mile from my house.

Question by same. Be so good as to state what this land was worth in 1835, on the usual payments?

Answer. I would put the 100 acres at $7 per acre, and the 190 acres at $5.

Question by same. Is not the land less valuable now than in 1835?

Answer. It is. It has been a good deal worked since.

Question by same. Will you state how much you told Mr. Crawford you thought the land was damaged whilst Windle had it, or how much do you think it was damaged?

Answer. It would be very hard for me to say how much.

Question by same. Has not Henry Hottle, since you have known him, been very fond of wagoning?

Answer. Yes, sir. He and Mr. Crawford both done a good deal of wagoning since Hottle moved to the Pastures.

Question by same. Did Henry Hottle ever reside on the Eastham tract of land?

Answer. Not that I now remember.

Question by same. Would you have known it if he had resided there?

Answer. I would.

Question by same. Do you now believe that the Eastham land would have commanded in the market, at public auction in 1835, the prices you have attached?

Answer. I do not recollect what land was selling at in 1835. The 100 acres of wood land I put at $7, because I felt like I would be willing to give that price per acre for a part of it that lay alongside of my land. I suppose I lay the land high. I could have purchased one hundred and eight acres of land belonging to Mr. Smith, of Missouri, which had two or three good springs on it, at $3 per acre. But Crawford's land lay in between my land and it.

Question by same. How much of the 100 acres would you have been disposed to purchase at $7 per acre?

Answer. Some twelve or fifteen acres.

No further questions being asked, further this deponent saith not.

E. WOODWARD.

2d day.

Not having time to get through with the taking of these depositions on to-day, adjourned to meet on the 25th instant, (Oct.,) at the house of James Berry, esq., in Augusta county, by consent of parties.

Friday, 25th October, 1844; met pursuant to adjournment.

Jane Kennedy, a witness introduced by the defendants, of lawful age, and duly sworn, deposes as follows:

Question by defendants. Are you acquainted with Henry Hottle? If so, state when your acquaintance began, and where.

Answer. I am acquainted with Mr. Hottle. I became acquainted with him in the year 1841, I believe, at his own house.

Question by same. Have you taught school at the Springs place? If so, how long, and where did you board during the time you were so engaged?

Answer. I taught three months at the Springs place, and boarded at Mr. Hottle's. This was in the year 1841, I believe.

Question by same. Did you know Mr. Hottle previous to his removal to the Springs place? If so, state where.

Answer. I saw him once or twice before he removed to the Springs place, when he lived at the Dunlap place.

Question by same. Did you know Susan and her children, Paul, Lewis, &c.; if so, where did you see them, and in whose possession?

Answer. I know Susan and her children; I saw them at Mr. Hottle's, in his possession.

Question by same. Did you know Susan and her children at the Dunlap place, while Mr. Hottle resided there; if so, in whose possession were they?

Answer. I did. They were in Mr. Hottle's possession.

Question by same. The three months you taught school and boarded at Mr. Hottle's, at the Springs place, where were Susan and her children, and in whose possession?

Answer. At Mr. Hottle's, in his possession.

Question by same. Did you hear a report, or not, in the neighborhood, previous to 1842, that Mr. Hottle's creditors intended to levy on Susan and her children? If so, state what you heard on that subject.

Answer. I heard that they intended to levy on the property.

Question by Hugh W. Sheffey, esq., counsel for plaintiff.

Question by same. What is the age and health of Mrs. Hottle?

Answer. I do not know her age; her health, I believe, is not very good.

Question by same. At the time you boarded at the Springs, how many of Mr. Crawford's children staid there going to school?

Answer. Three.

Question by same. Did not one or two others of his children stay there most of their time?

Answer. Yes, sir.

Question by same. Did you pay Mr. Hottle any thing for your board?

Answer. No, sir.

Question by same. Who employed you as teacher at the time, and put you at the Springs place to board?

Answer. Mr. Crawford.

Question by same. Did not Mr. Crawford furnish supplies and necessaries as they were needed at the Springs place?

Answer. I do not know, sir, whether he did or not.

Question by same. Was it not necessary that Mrs. Hottle should have some one to cook and wash for yourself and Mr. Crawford's children, whilst you were there?

Answer. Yes, sir, it was.

Question by same. Did you never see any groceries or provisions brought to the Springs place from Mr. Crawford's?

Answer. I do not remember.

Question by same. Did you never see Susan and her children, or either of them, at Mr. Crawford's?

Answer. I have.

Question by same. How often, and how were they employed?

Answer. I do not remember; I believe they were sent on errands; I never saw them there at any times that I remember.

Question by same. Did you ever see any others of Mr. Crawford's servants at work at the Springs place? If so, name them, and state how they were employed.

Answer. I saw a black girl, Sarah, spinning wool there, and two black boys, Harry and Henry, hauling wood to the school house; I do not remember any others.

Question by same. Did you never see Matilda or Charlotte there at work?

Answer. Not that I remember.

Question by same. Did you never see Mr. and Mrs. Crawford at the Springs place during the spring season, and do you not recollect that furniture was brought down from the Home to the Springs place during that season?

Answer. I do not, for I have never been there at that time of the year to stay.

Question by same. Did you not understand that Mr. Hottle was acting as the agent of Mr. Crawford?

The defendants object to the question as illegal.

Answer. I did understand so.

Question by same. Were you not examined as a witness in the bankrupt case of Henry Hottle?

Answer. I was.

Question by same. In that deposition did you not say that you had seen Susan employed at Mr. Crawford's?

Answer. I do not remember that I said so.

Question by same. Did you not in that deposition say that you had seen Paul and Lewis, or one of them, employed at Mr. Crawford's?

Answer. I do not remember of saying so.

Question by same. Who clothed Susan and her children?

Answer. I do not know, sir.

Question by same. Do you not know that Mrs. Crawford supplied her father and mother with clothing?

Answer. I do not know.

Question by same. In the deposition referred to, did you not say that

you knew of Mr. Crawford's furnishing sugar, coffee, or other necesearies for the Springs place?

Answer. I never said so.

Question by same. You say you heard a report in the neighborhood, previous to 1842, that Mr. Hottle's creditors intended to levy on the property; at what time was it that you heard that report?

Answer. It was some time before my deposition was taken in the bankrupt case, but I do not remember how long.

Question by same. Did you, at the time you heard that report, know any thing of the fact that Mr. Hottle's creditors had opposed his discharge in bankruptcy?

Answer. I had heard some talk about it, I believe.

And further saith not.

Just as the witness was about to sign her deposition she remarked, "that there was one question which she had not answered as fully as she might have done, and that she wished to answer it fully." She then stated that she had taught school three months at a cabin at the Sulphur spring, commencing in April, 1841, and also three months at Mr. Hottle's house, on the Springs place, commencing in October of the same year. And further saith not.

1 day. JANE KENNEDY.

Sarah Kennedy, another witness introduced by the defendants, of lawful age, and being duly sworn, deposes as follows:

Question by defendants. Are you acquainted with Henry Hottle? If so, state when your acquaintance began, and where.

Answer. I became acquainted with Henry Hottle in the year 1837; he was then living at the Dunlap place.

Question by same. Have you had, at any time, any conversation with Henry Hottle before 1842, as to the manner he, Hottle, had parted with his property, or any part thereof? If so, state where that conversation was, and when it occurred, and all that passed on that subject.

Answer. I have had conversation with him on that subject; it was in the years 1837 and 1838, at his own house. During my stay there, there was a family in the neighborhood whose property was under execution, and about to be sold; I asked Mr. Hottle if he thought his neighbor would be able to save his property; he answered "no, he did not think he would;" "but," he said, "he had no business to say any thing, for he was broke up himself." "But that he wondered at people being such fools as to suffer their property to be sacrificed; that when he found he was about to be broke up, he made over his property to Mr. Crawford, and fixed it so that it could not be taken for his debts." He said that "he had saved enough to keep him and his wife their lifetime, without being a charge to any one." He said "one good thing he had done with his money, he had bought his wife and Mrs. Crawford, each of them, a good servant, Susan and Matilda;" he said that "he had frequently, when Mr. Crawford's wagon was out at town, when returning, put beds and furniture in his wagon, and

sent them to Mrs. Crawford, and that no one knew any thing of it." He said, too, that "he had put a pair of mill burrs in Mr. Crawford's wagon, and sent them out to Bath or Greenbrier," I do not recollect which it was, "and that Mr. Crawford had traded them for a horse beast;" and he stated also, that "he could go on and do business the same as he had done, only that he had to do it in Mr. Crawford's name." I believe that I have stated all that I can recollect.

Question by same. What did Hottle say, if any thing, in either of the conversations referred to, about the Eastham land?

Answer. He stated that he had told Mr. Crawford, when they exchanged places, to let the Eastham place be put up at public sale, and be sold at whatever it would bring, for it would be more advantageous to save the Mill place than it would be to save the Eastham place.

Question by same. Did Hottle, in either of the conversations referred to, say any thing about his, Hottle's, debts and their character? If so, state what.

Answer. He said he was obliged to have his property fixed in that way, because there were unjust claims against him. He said there were just ones too, but that the men had cheated him, and that he did not care whether he ever paid them or not. I cannot recollect any thing more.

Question by same. Did Hottle, in either of the conversations referred to, say at what price he had taken the Eastham land from *from* Crawford? If so, state at what price, and what he said about its value.

Answer. I do not recollect whether he said any thing or not.

Question by same. Did Hottle say any thing about having given a deed of trust to Crawford on the Eastham land? If so, state what.

Answer. He named something about a deed of trust, but I do not recollect what.

Question by same. Who was the neighbor of whom you have spoken as about being sold out; and where did he then live?

Answer. Mr. Foster; he lived at the Springs place.

Question by same. Did Hottle say any thing more about the slaves Susan and her children, in the conversations referred to, than you have already stated? If so, state what.

Answer. I do not recollect any thing more.

Question by same. Do you know the slave Susan and her children? If so, state when and where you have seen them, and in whose possession.

Answer. Yes, sir, I know them; I saw them at Mr. Hottle's house in the year 1838, in Mr. Hottle's possession.

Question by same. Have you not seen them at other times? If so, state where, and in whose possession?

Answer. Yes, sir, I have seen them at the Springs place, in Hottle's possession.

The plaintiff by his counsel excepts, once for all, to every part of the foregoing deposition that refers to the declarations of Henry Hottle, the same not being evidence in this cause.

Question by plaintiff's counsel. How long did you keep these secrets told you by Mr. Hottle?

Answer. I kept them until I told them in our own family after I went home.

Question by same. How did the defendants, Jefferson Kinney, Benjamin T. Reed, William B. Kayser, and John C. Sowers, executors, (or either of them,) find out that you knew any thing about this matter?

Answer. Col. Crawford inquired of me.

Question by same. When did Col. Crawford inquire of you?

Answer. A short time ago; I do not recollect exactly how long.

Question by same. Where was it, and in whose company was Col. Crawford at the time?

Answer. He was at my father's house, in company with Mr. Kinney and Mr. Berry.

Question by same. Had you not told Mr. Berry, before that, that you knew something about this matter?

Answer. No, sir.

Question by same. Had you told no one about this matter, except the members of your own family; if so, whom?

Answer. I do not recollect of telling any person except Mrs. Armstrong, a neighbor woman.

Question by same. How long has it been since you and Mr. Hottle had a falling out, and have you been on friendly terms with his or Mr. Crawford's family since?

Answer. I do not recollect the year that he charged me with cheating him; I speak friendly with them when they do so with me.

Question by same. Have you been at Mr. Hottle's or Mr. Crawford's on a visit for the last six years?

Answer. I do not recollect that I have.

Question by same. Do you know of your own knowledge how many children Susan has?

Answer. I do not.

Question by same. Are you confident that in the foregoing statements of conversations with Mr. Hottle, you have stated his language?

Answer. Yes, sir; as well as I can recollect it.

Question by same. Did not Mr. Hottle say that Crawford had taken his property; had paid himself what he, Hottle, owed him; and had paid other debts for him to the amount of the value of his property; any thing to that effect?

Answer. I do not recollect of his making a statement to that amount.

Question by same. Did you understand from Hottle that Crawford had gotten all of his, Hottle's, property for nothing?

Answer. He did not say whether he had gotten it for nothing, or whether he had paid him for it; he did not tell me.

Question by same. As you have not spoken of this matter since a short time after the conversation occurred until you told Mrs. Armstrong about it, are you certain that you have detailed all of the conversations just as they occurred, and have forgotten nothing?

Answer. No sir, I am not certain; there may have been some things that slipped my memory that I do not recollect of.

Question by same. How did you happen to mention this subject to Mrs. Armstrong, and how long was it before you were visited by Col. Crawford and others on the occasion referred to?

Answer. It was at the time Mr. Hottle's property was about to be levied on that I told Mrs. Armstrong; she was telling me about the circumstance of Mr. Armstrong having been called upon to go security for Mr. Hottle.

Question by same. Are you certain that you have named this subject to no one else?

Answer. I do not recollect of naming it to any one else until after the report got out that I knew something about the matter.

And further saith not

1 day. SARAH KENNEDY.

Not having time to complete the taking of depositions on to-day, adjourned by consent of parties to meet at the law office of Samuel Clarke, esq., on Thursday, the 13th day of March, 1845, at 11 o'clock, a. m.

13th March, 1845, met at the law office of Samuel Clarke, esq., pursuant to adjournment.

The said Samuel Clarke, esq., a witness introduced by the defendants, being of lawful age and duly sworn, responds to interrogatories as follows:

Question by defendants. Were you introduced as a witness before the judge of the federal court in the matter of Henry Hottle's petition for a discharge from his debts under the Bankrupt law; and if so, by whom and for what purpose?

Answer. At the January term of the said court, 1843, I was introduced as a witness by Henry Hottle, and examined; the object of the said Hottle was to prove by me a settlement which I had some time before made between him and Alexander Crawford.

Question by same. Be pleased to look at the paper now shown you, marked No. 1, (see said exhibit No. 1, copied at the end of this deposition,) filed in the bankrupt case, purporting to be a settlement made by you between Henry Hottle and the plaintiff, dated the 8th day of October, 1835, and say whether you made that settlement or not; and if so, state all the circumstances, as well as you now recollect them, connected therewith.

Answer. I made the statement referred to in the above question in this office, and I believe on the day it bears date; Hottle and Crawford were both present; there were a number of obligations produced by the said Crawford from which I made the said statement; I recollect recommending to the parties the propriety of taking care of the statement and the evidence in support of it; whether I stated to them my reason for this recommendation or not, I do not now recollect; but it

2773

was because I conceived there might possibly be some future investigation, and that the statement, with all belonging to it, ought to be preserved.

Question by same. Did you see the sum of $51 56¼ cents mentioned in said statement, and charged as having been advanced by Crawford to Hottle, paid; or did you see any sum of money pass between the said parties on the day the said settlement was made?

Answer. It is possible the money may have been paid in my office; but if it was, I have no recollection of it.

Question by same. Were the seven single bills now filed with said settlement in the said bankrupt case, purporting to be executed by Henry Hottle to Alexander Crawford, to wit, one dated the 15th 1835, for $50, marked No. 1; one dated the 24th day of March, 1835, for $40, marked No. 2; one dated the 7th day of October, 1834, for $130, marked No. 3; one dated 10th of April, 1834, for $80, marked No. 4; one dated 20th day of August, 1832, for $80, marked No. 5; one dated the 20th day of April, 1831, for $130, marked No. 6; and one dated the 15th day of February, 1831, for $300, marked No. 7, all before you on the day you made the settlement, as also the other notes charged in said settlement?

Answer. I believe the note No. 1, dated the 15th , 1835, was then before me, from the fact that the words and figures (say 15th Sept.,) were made by me; as to the notes No. 2, 3, 4, 5, 6, and 7, I cannot undertake to say any thing more than that obligations bearing the same dates and for the same sums were then exhibited, and which were entered by me in the said statement.

Question by same. You say that at the date of the settlement above referred to you recommended to the parties the propriety of taking care of the said statement and vouchers; please say whether all the vouchers upon which that settlement was based were produced on the trial in the case of Henry Hottle, in bankruptcy, in January, 1843; and if not, what vouchers were then produced, and what were not produced.

Answer. I know that all the vouchers referred to in my statement were not produced on the said trial; I am unable to say what were really produced and what were not, except that I understood from some source that the claims of Crawford were all or most of them not then exhibited.

Question by same. Do you recollect whether at the trial of the bankrupt case in May, 1844, while you were under examination as a witness, and afterwards in his own testimony in the same case, the plaintiff, Crawford, admitted that the bonds above exhibited, numbered 1 to 7 inclusive, were all written on the same paper, by the same person, and at the same time; and if so, whether that admission was not first made while you were under examination as an expert to prove those facts, and after you had expressed the opinion that that was the case. State further at what date he placed the execution of the exhibits referred to.

Answer. Mr. Crawford did, while I was under examination, admit, and, I believe, after I had so expressed my opinion, that the said notes were all written on the same paper, by the same hand, and at the same time; and when he was afterwards under examination he admitted the same fact; but if he stated the time when this was done, it has entirely escaped my recollection.

Question by same. When you made the said settlement of the 8th of October, 1835, had you any other evidence of the justice or propriety of the items that compose it, than the statements of the said Crawford and Hottle made before you, and the vouchers produced by them referred to in the settlement?

Answer. I had no evidence whatever of the justice of Mr. Crawford's claims, than that furnished by the papers exhibited and the statements of the parties, with the exception of my own claim of nineteen dollars and forty-seven cents, which was assumed by Mr. Crawford on the same day of the settlement.

Question by same. What other writing or writings did you do on the 8th October, 1835, than the statement above referred to, for the parties?

Answer. I find, on referring to my memorandum, that on the 12th October, 1835, I credited my cash account with cash received *for* of Alexander Crawford for drawing four deeds and making settlement between him and Hottle; one of the deeds I think was from Crawford to Hottle, for a tract of land on the Calf pasture; one other a deed of trust executed by Hottle on the same land as security for the balance due from Hottle to Crawford on the settlement aforesaid; the other deeds I do not recollect.

Question by Hugh W. Sheffey, esq., counsel for the plaintiff:

You have said that whilst you were under examination in May, 1844, Crawford admitted that the bonds were written as they now are on the same day; was it not Hottle's counsel who admitted that fact, and not Crawford?

Answer. I know the fact was admitted, and my impression is that it was by Mr. Crawford.

Question by same. Were you not examined before Mr. Crawford was called to the witness stand?

Answer. I was.

Question by same. May you not have confounded Crawford's subsequent admission on oath with the admission of Hottle's counsel whilst you were under examination?

Answer. It is possible, and I may be mistaken by whom admitted.

Question by same. You have said that you understood from some source that the claims of Crawford were all or some of them not exhibited at the trial in January, 1843; is that mere hearsay?

Answer. I did not handle any of the notes that were produced, and all I know of those not produced is from what I heard at the bar and afterwards.

Question by same. Was there any thing in the conduct of the par-

ties, or in any of the circumstances of the case, to induce you at the time to suspect the fairness of the settlement made by you as aforesaid? If so, state what. If not, why did you advise the parties to preserve the papers.

Answer. I did not suspect any unfairness at the time of the settlement; I did not consider Mr. Crawford capable of engaging in any fraudulent transaction; but I had reason to believe that Mr. Hottle was embarrassed, and the nature of the transaction was such as to lead creditors to supect that all was not fair; therefore it was that I advised the settlement and the evidences of the claim to be preserved, that they might thereby be enabled to explain the whole matter.

Question by same. Was it not because Mr. Crawford was the son-in-law of Mr. Hottle that you thought creditors might be induced to look into the settlement?

Answer. That circumstance had some influence on my mind at the time, but I would have considered the same advice proper had there been no connexion.

Question by same. How long have you known Henry Hottle; what have been his circumstances since you have known them, and what has been his mode of doing business?

Answer. I have known Henry Hottle several years; with his circumstances I was not acquainted for some years after I first knew him; but I found some time prior to the year 1835 he was embarrassed, and I believe he has for a long time been doing what might be termed a bad business.

Question by same. Did you in 1835 know the circumstances of Alexander Crawford? If so, was he not of good credit and in good circumstances since the death of his father?

Answer. I was not particularly acquainted with Mr. Crawford's circumstances at that time; I have reason to believe, however, that his circumstances and credit were then good.

Question by same. You have said that Crawford on oath, in May, 1844, admitted that the bonds, numbered 1 to 7 inclusive, were written at the same time; did he not also state at the same time that (some of) said bonds were re-written from old worn-out bonds, and that others embraced the amounts of charges against said Hottle, and were dated at the date of said charges; and did not said Crawford then state especially the consideration of each of said bonds, and that they were re-written for the convenience of settlement?

Answer. I do not recollect Mr. Crawford's statement in relation to the bonds being re-written from worn-out bonds or from accounts sufficiently to say any thing on that subject; I think Mr. Crawford did state the consideration of the bonds.

Question by defendants. At the time you made the settlement of 8th October, 1835, was your attention drawn to the fact that the notes, from 1 to 7 inclusive, were drawn by the same person, on paper of same description, and with same ink?

Answer. It was not.

No further questions being asked, further this deponent saith not,

(1 day.) SAML. CLARK.

The following is a copy of the exhibit, marked No. 1, referred to in the foregoing deposition:

"*Henry Hottle, to Alexander Crawford, Dr.*

To your note, assigned by Robert Knowles to Henry Sterrett, and by Wm. Bradshaw to Joseph Gaylon, dated the 15th July, 1828, payable 5 years after date, but stated in the note to whom	$25 00
To interest from ye 15th July, 1833, till ye 8th day of October, 1835	3 34½
To your [note] to Alex. Crawford, dated ye 15th February, 1831, payable on demand	300 00
To interest from ye 15th February, 1831, till ye 8th October, 1835	83 65
To your note, dated ye 20th day of April, 1831, payable on demand	130 00
To interest from ye 20th day of April, 1831, till the 8th April, 1835	34 84
To your note, dated ye 20th August, 1832, payable on demand	80 00
To interest from ye 20th August, 1832, till ye 8th October, 1835	15 04
To your note, dated ye 5th January, 1833, payable ye 1st February following	93 36
To interest from ye 1st February, 1833, till ye 8th October, 1835	15 06
To your note, dated ye 10th April, 1834, payable on demand	80 00
To interest from ye 10th April, 1834, till the 8th October, 1835	7 17⅓
To your note, dated ye 7th October, 1834, payable on demand	130 00
To interest from ye 7th October, 1834, till the 8th October, 1835	7 82
To this sum paid Daniel Flesher, balance of your note to Geo. Teaford, ye 8th October, 1835	29 20
To this sum paid the same; another note given by you to Geo. Teaford, paid 8th October, 1835	75 46
To your note, dated ye 24th March, 1835, payable on demand	40 00
To interest from 24th March till 8th October, 1835	1 30
Amount carried forward	$1,151 24¾
To your note, dated ye 15th , 1835, payable on demand	50 00

To interest from ye 15th September, 1835, till ye 8th October following		$0 20
To your note, dated ye 10th January, 1835, pay[able] the 1st January, 1836	$20 00	
Discount the interest from ye 8th October, 1835, till 1st January, 1836	0 27⅓	
		19 72⅔
		$1,221 17¼
Add 5 years interest on the first note of $25, on the preceding page, the interest having been calculated from the 15th July, 1833, instead of from the date of the said note		7 50
Amount due A. Crawford ye 8th October, 1835		$1,228 67¼
Alexander Crawford, having become the purchaser of Henry Hottle's mill and lands on the Middle river, became responsible to James Bell, esq., on account of a lien he holds on the said property, for the sum	$1,318 00	
Interest from 8th March, 1833, till ye 8th October, 1835	204 29	
		1,522 29
This sum, assumed by Alex. Crawford, to be paid to Jacob Teaford, for which he also holds a lien on the said property		300 00
This sum, assumed by do. to be paid George Teaford, balance of purchase money for a part of the said property, for which he also holds a lien on a part of the said property		448 00
This sum, being the price agreed on for two tracts of land on the Little Calf Pasture river, containing together 290 acres, conveyed by the said Alex. Crawford to the said Hottle by deed dated the 8th October, 1835		2,000 00
Amount brought forward		$5,498 96¼
This sum assumed to pay Saml. Clarke		19 47
		$5,518 43¼
This sum, for which Alexander Crawford is bound, as the security of the said Hottle, to Jacob Teaford		300 00
This sum, for which the said Crawford is bound as security to John Armstrong, supposed		130 00
		$5,948 43¼
Deduct the price of the mills and land on the Middle river, conveyed by the said Hottle to the said Crawford		

by deed bearing date the 8th day of October, 1835, including the personal property in the said deed described - - - - - -	5,000 00
	$948 43½
Cash advanced by the said Crawford to said Hottle -	51 56¼
	$1,000 00
Deduct this sum for discount on the sum of $448, to be paid George Teaford, as stated on the opposite page, the payments being $75 each year from 1st September, 1836, '37, '38, '39, and 1840, and $73 the 1st September, 1841 - - - - -	90 94½
Balance due A. Crawford ye 8th October, 1835	$909 05½

On demand, I promise to pay Alexander Crawford, his heirs or assigns, the above sum of nine hundred and nine dollars and five and a half cents, for value received; to which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents.

Witness my hand and seal the 8th day of October, 1835.

HENRY HOTTLE. [SEAL.]"

The following are copies of the several single bills, referred to in the foregoing deposition, as numbered from 1 to 7, inclusive:

"No. 1. On demand, I promice to pay Alexander Crawford, or order, the full and just sum of fifty dollars, for value received; to which I bind myself, my heirs, executors, administrators, firmly for the true payment.

Witness my hand and seal, this 15th , 1835.

Say 15th September.

HANRY HOTTEL. [SEAL.]

No. 2. On demand, I promice to pay Alexander Crawford the just and full sum of forty dollars, for value received of him; to which I bind myself, my heirs, *exutors*, administrators, firmly for the true payment.

Witness my hand and seal, this 24th day of March, 1835.

HANRY HOTTEL. [SEAL.]

No. 3. On demand, I promice to pay Alexander Crawford the full and just sum of one hundred and thirty dollars, for value received of him; to which I bind myself, my heirs, *exutors*, administrators, firmly for the true payment.

Witness my hand and seal, this 7th day of October, 1839.

HANRY HOTTEL. [SEAL.]

No. 4. On demand, I promice to pay Alexander Crawford the just and full sum of eighty dollars, for value received of him; to which I bind myself, my heirs, executors, administrators, firmly for the true payment.

Witness my hand and seal, this tenth day of April, one thousand eight hundred and thirty-four.

HANRY HOTTEL. [SEAL.]

No. 5. On demand, I promice to pay Alexander Crawford, or order, the full and just sum of eighty dollars, for value received of him; to which I bind myself, my heirs, executors, administrators, firmly for the true payment.

Witness my hand and seal, this twentieth day of August, one thousand eight hundred and thirty-two.

HANRY HOTTEL. [SEAL.]

This above obligation was given for one sorrel horse named Pete.

No. 6. [$130.] On demand, I promice to pay Alexander Crawford the full and just sum of one hundred and thirty dollars, for value received of him; to which I bind myself, my heirs, executors, administrators, firmly for the true payment.

Witness my hand and seal, this twentieth day of April, one thousand eight hundred and thirty-one.

HANRY HOTTEL. [SEAL.]

No. 7. [$300.] On *deman*, I promice to pay Alexander Crawford, or order, the full and just sum of three hundred dollars, for value received of him; to which I bind myself, my heirs, *exutors*, administrators, firmly for the true payment.

Witness my hand and seal, this fifteenth of February, one thousand eight hundred and thirty-one.

HANRY HOTTEL. [SEAL.]"

Not having time to complete the taking of these depositions on to-day, adjourned to meet on to-morrow morning, at the office of H. W. Sheffey, esq., at 10 o'clock, a. m.

J. B. WATTS, *Com.*

Agreeably to the enclosed notice, I have proceeded, on this 18th day of April, 1845, to take the deposition of J. Kinney Stribling and others, to be read in the case of Crawford against Mowrey's administrator and al., now depending in the circuit superior court of law and chancery for Augusta county. By consent of parties, adjourned to the law office of J. D. Imboden, esq., from the Federal court-room, in the town of Staunton.

The said Jacob K. Stribling, of lawful age and duly sworn, deposes and says:

Question by defendants. Did Henry Hottle say any thing to you about the bill of sale for Susan and her children? If so, state when, and what he said on the subject.

Answer. Hottle applied to me (I think about two years since, at any rate, it was shortly before the trial of his bankrupt case before Judge Pennybacker,) to go with him to my father's office and get a bill of sale for him, which he stated he had himself handed to my father, and was a bill of sale from himself (Hottle) to Crawford for some negroes. I accordingly went with him, found the bill of sale, and handed it to him.

Question by same. Were you, or not, examined upon the same subject upon the trial of the case in bankruptcy in the federal court?

Answer. I was.

Question by same. Have you had reference to the papers and records of the case in bankruptcy, and ascertained from them the date of the trial at which you were examined as a witness? If so, state the date.

Answer. I have; it was in January, 1843.

Question by J. D. Imboden, esq., counsel for plaintiff. For what did Hottle say he wanted the bill of sale?

Answer. My impression is, that he did not say for what.

And farther this deponent saith not.

JACOB K. STRIBLING.

Nicholas K. Trout, another witness introduced by the defendants, being of lawful age and duly sworn, deposes and says:

Question by defendants. Are you a deputy clerk in the federal court at Staunton, and were you present at the trial of Hottle's petition in bankruptcy?

Answer. I am a deputy clerk of said court, and was present at the trial of said proceeding, being at the time the acting clerk, entering the orders, &c.

Question by same. When was the bill of sale for Susan and her children executed by Hottle to Crawford, (dated 6th July, 1835, filed in the federal court,) and state under what circumstances the bill of sale was produced?

Answer. I do not recollect anything of the bill of sale, as described in the interrogatory; but this I remember, at the trial of said proceeding, and during the progress of the examination of witnesses in regard to a negro woman and children, the counsel for the objectant called for a bill of sale; it was not immediately forthcoming, but was, in the progress of the cause, produced by Mr. Hottle, I think, and was in the handwriting of Judge Baldwin; and which I believe to be the same exhibited to me to-day.

Question by same. Were the bonds executed by Hottle to Crawford, numbered from 1 to 7, inclusive, now on file in the federal court, filed among the papers upon Hottle's petition in bankruptcy at the time of the trial before Judge Pennybacker; if not, at what time were they filed, and what excuse or explanation was offered in relation to them, if any, and at what time did the trial occur?

Answer. The bonds alluded to were first exhibited in the cause at the trial before the jury; they were not in the papers, nor before the

court, at the trial before Judge Pennybacker, which took place in January, 1843; at said trial, in January, 1843, the statement in the papers marked No. 1, in the handwriting of Samuel Clarke, esq., was an exhibit used in evidence on behalf of the petitioner, and filed by him; and the non-appearance of the vouchers and bonds to support said statement of Mr. Clarke, was made a strong point by the objectant's counsel to prove fraud. I have no distinct recollection what excuse, if any, was given for their non-production, but my impression is that I heard, either from the counsel in the progress of the examination of witnesses, or in their arguments, that said bonds had been destroyed; said bonds were urgently called for by the objectant's counsel. The history of said bonds was more strongly impressed upon my memory than it otherwise would have been, from the circumstance of one of the contestants coming to me on the day of the decision by the judge, and requesting me not to let the said statement of Mr. Clarke go out of my possession, as he was very fearful the petitioner would, before the next trial, manufacture vouchers to suit the case. The said bonds were never seen by me until the trial before the jury; when, during the examination of witnesses, they were produced by the petitioner's counsel.

Question by same. Were there not several other bonds and vouchers referred to in the settlement made by Samuel Clarke, esq., dated 8th October, 1835, on file and produced on the trial before Judge Pennybacker?

Answer. In my answer to the second interrogatory, I speak of the non-production of certain bonds; those bonds, as I understood at the time, were executed by Henry Hottle to Alexander Crawford. There were other bonds produced, but I have no certain recollection of their description. I remember that one or two had the signature of the obligor cut out; and I think one of them was due to Bell and another to Teaford.

Question by same. Was the plaintiff, Crawford, present at the trial before Judge Pennybacker, in January, 1843, and with the counsel of the petitioner advising him?

Answer. Mr. Alexander Crawford was present during the principle part of the said trial, if not the whole time; he sat inside of the bar, where no one but suitors, witnesses, and privileged persons were permitted to sit; and on several occasions I remember of seeing Mr. Crawford conversing with the petitioner's counsel during the examination of witnesses.

Plaintiff's counsel objects to the above question and answer, on the ground of irrelevancy. Com.

Question by John D. Imboden, esq., counsel for plaintiff. Did you not know, at the trial before Judge Pennybacker, that the bill of sale produced to you was in the possession of Erasmus Stribling, and produced by him to Hottle, and by him filed in court?

Answer. I knew nothing of its existence, and had never heard of it, except as I have narrated in my answer to the second interrogatory.

Question by same. You stated in one of your answers that you were requested not to let the statement of Mr. Clarke go out of your possession, as there were fears entertained by the objectant's cou[n]sel that the petitioner would manufacture vouchers to suit his case; did you, therefore, retain the statement; if not, who has had it?

Answer. I did not retain the papers as requested; the counsel for the parties were, in my opinion, entitled to the papers, or copies thereof, or of any papers in the cause, and the counsel for the petitioner had the papers in their keeping at their offices, frequently, and for a length of time. I merely stated the fact of the said request, in order to show that the history of said bonds was impressed on my mind.

Question by defendants. What number of days did the trial in January, 1843, before Judge Pennybacker, occupy?

Answer. On the 10th of January, 1843, the matter in bankruptcy was called, the pleadings amended, and the issue made up; on the 11th the trial was regularly commenced, and progressed through the 11th, 12th, 13th, and 14th days of said month; on which said last day the matter was decided by the judge.

And further this deponent saith not.

NICHO. K. TROUT.

Francis Huff, another witness introduced by the defendants, being of lawful age and duly sworn, deposes as follows:

Question by defendants. Upon a copy of a note purporting to be executed by Henry Hottle to Jno. Armstrong, and filed with the settlement made by Mr. Clarke, there is an endorsement in these words and figures: "Rec'd one note on Francis Huff, due 22d August, $22 50;" be pleased to state whether that note was executed by you or not, and the consideration for which it was given.

Answer. I executed a note payable to Crawford for about the sum alluded to, some eight or nine years ago, and gave it Hottle. It was given for boot money in a horse trade I made with Hottle.

Question by same. Who suggested that the note should be made payable to Crawford?

Answer. Mr. Hottle.

Question by same. Did Hottle owe you any thing at the time the note alluded to was executed; if so, did you wish to settle it in part payment of the boot money in the horse trade of which you have already spoken?

Answer. Mr. Hottle owed me five dollars at the time, and I wished to settle it in the trade; but Mr. Hottle said he could not settle it in that way; that the horse was not his.

Question by same. Do you not know that the horse you got of Hottle did, at one time, belong to him; and what was the color of the horse?

Answer. He did belong to Mr. Hottle; he was a grey horse.

Question by same. What has become of the note executed for the boot money already referred to?

Answer. I paid [it] to Armstrong, and took in the note. Last Sep-

tember, a year, Mr. Hottle came to me, requested the note, and I gave it to him.

Question by J. D. Imboden, esq., counsel for plaintiff. To whom did the horse belong at the time you traded with Hottle for him?

Answer. I did not know to whom the horse belonged at the time, except from the declarations of Hottle; he said he belonged to Crawford.

Question by same. Not knowing to whom the horse belonged, why did you execute your bond to Crawford for the boot money?

Answer. Hottle stated that the horse was Crawford's, and that he was trading for him.

Question by same. Were you entirely willing to execute your bond to Crawford upon Hottle's mere declaration?

Answer. Yes, sir, I was.

Question by defendants. Did you not frequently, before the trade for the grey horse above alluded to, and at different places, see the said horse in Hottle's possession; and did he not claim him as his own?

Answer. Yes, sir.

Question by same. Do you know from whom Hottle got the horse alluded to?

Answer. I do not.

Question by same. Did you, at any time, hear Hottle say of whom he got said horse?

Answer. Not that I now recollect.

Question by plaintiff's counsel. What was Hottle engaged at in the way of business generally, at the time of the horse trade alluded to; and was he considered a money-making man?

Answer. I do not know what he was engaged in at that time. He was not then considered a money-making man.

And further saith not

FRANCIS HUFF.

William H. Bell, another witness introduced by the defendants, being of lawful age and duly sworn, deposes as follows:

Question by defendants. Was an execution issued by E. Hogshead, now shewn to you, bearing date 20th July, 1839, in the name of John Armstrong, sr., against Henry Hottle, marked "A," placed in your hands as an officer for collection? If so, state whether you made the money or not; or the efforts you made in the collection of that execution.

Answer. The execution alluded to was placed in my hands for collection. I called upon Mr. Hottle to know if he could pay it. He told me he hadn't the money, and was unable to pay it. He stated, at the same time, that he had no property out of which I could make the execution. Some time afterwards, I saw Mr. Armstrong, and informed him that I could find no property out of which I could make the debt; that the property in Hottle's possession was claimed by Mr. Crawford. He then told me to levy upon one of the horses. Mr. Hottle drove in the

team upon the Springs place, or upon property in the house on Springs place, and that he would indemnify and sell. I again called upon Mr. Hottle, and told him the instructions I had received from Mr. Armstrong in relation to levying the execution. Mr. Hottle replied that I should not have any of the horses in the team alluded to; (I did not see the team at the time;) but that there was a brown mare, (pointing to her at the time,) and if I wanted to levy, to levy upon her. I knew that that mare belonged to Crawford, and did not levy upon her. I told him that I would not levy upon the mare; but that I was directed to levy upon one of the horses that he drove in the team. He still insisted that I should make the levy, if I desired to levy at all, upon the brown mare; that I should not levy upon any of the horses that were in the team. I told him that as the team was not there, I would, as directed by Mr. Armstrong, take some of the property that was in the house. Mr. Hottle replied that I should not have any of the property that was in the house, and ran back and shut the house door; consequently, I left without levying the execution.

Question by same. Was the debt, upon which the execution alluded to issued, a balance due on a note executed by said Hottle to said Armstrong, on the 7th January, 1835, a copy of which is here shown you, endorsed by H. W. Sheffey, esq., as a copy of the bond referred to on the 3d page of the settlement made by Mr. Clarke, 8th October, 1835?

Answer. The execution issued for the balance due upon the note alluded to.

Question by same. Did you make the execution alluded to out of Hottle, or any part thereof?

Answer. I did not.

Question by same. Was the debt named in said execution made by you; if so, out of whom, and how?

Answer. I called upon Mr. Armstrong after I had been at Hottle's and failed to levy, and told him that I had been unable to get the property he had directed me to levy upon. He then told me that Alexander Crawford had assumed the debt, but not in writing. He said, however, that he could establish the fact that he had assumed the payment of it. He then asked me if he had not better summon Alexander Crawford for it, and prove his assumption, than to indemnify and sell Hottle's property. I told him that if he could prove Crawford's assumption of the debt, it would in all probability save a suit upon an indemnifying bond. He then directed me to summon Alexander Crawford for the debt, and to summon his, said Armstrong's son, as a witness to prove Crawford's assumption. I accordingly, some time afterwards, summoned Mr. Crawford to the next court of warrants, and told him that Armstrong had told me that he (Crawford) had assumed the payment of the debt, (which Crawford denied,) and that he had directed me to summon a witness to prove that he had assumed the payment of the debt. Crawford then asked me who the witness was. I replied Jno. Armstrong, jr. Crawford then remarked, that if John Armstrong, jr., would swear that he had heard him (Crawford) assume

the payment of the debt, he would swear to that which was not true. After some further conversation, and when I was about leaving, he told me not to summon the witness; that he would pay the debt. He then said it was true that he had assumed the payment of the debt, but that John Armstrong, jr., was not in 200 yards of them at the time. Crawford either paid the debt at that time or in some short time thereafter.

Question by same. At whose instance was the certificate made by you, and endorsed on the back of the copy of the note above alluded to, procured?

Answer. Mr. Hottle's.

Question by same. Did Henry Hottle ever apply to you to purchase corn? If so, state when and what passed.

Answer. I think in the year 1841, as I was passing by Mr. Hottle's, he called to me to know if I knew who had any corn for sale. I told him I did not. He observed he was very nearly out, and would be compelled to buy some. I observed to him that Alexander Crawford had just purchased some 150 bushels a few days before that, at the sale of the property of the estate of Adam Grove, dec'd. He observed that he did not like to get corn of Crawford, as that, if he should do so, he would either have to pay him a profit on it or return it in a short time, as he needed it himself.

Question by same. Do you know the woman, Susan, and her sons, Paul and Lewis, and her other children; if so, how long, and in whose possession have they been?

Answer. I have known Susan ever since Mr. Hottle purchased her. I think it has been some ten or twelve years since Mr. Hottle purchased her. I have generally seen them (Susan and children) in the possession of Mr. Hottle. They were in his possession at the Mill place, and I have generally seen them in Hottle's possession, when passing by, at the Springs place.

Question by same. Did you see Susan and her children at the Dunlap place while Hottle occupied it?

Answer. I saw them there several times. That place was considerably out of the way, and I did not pass by it very often.

Question by same. Did you hear, in 1842, that some of Hottle's creditors intended to issue executions, and levy upon Susan and her children, and that they had been removed or put out of the way?

Answer. I heard from some source or other that some of Hottle's creditors intended to issue executions for their debts, and that the negroes would be put out of the way; but I do not know how or of whom I derived the information.

The plaintiff's counsel objected to the foregoing question and answer, on the ground of the answer being hearsay, and inadmissible testimony.

Question by same. Do you know that that report reached the plaintiff or Hottle? If so, when?

Answer. I cannot say whether it reached either of them or not.

Question by same. Were you acquainted with the prices of negroes in the year 1835?

Answer. I do not recollect whether it was in 1835 or 1836; but, in one or the other of those years, negroes were very high.

Question by same. Was not Susan regarded as being a very valuable woman, and were not Paul and Lewis very promising boys?

Answer. I have always understood her to be so, and especially from Hottle. Paul and Lewis were as likely and as valuable as any boys of their ages.

Question by same. From the character of Susan and her children, Paul and Lewis, what do you suppose they would have commanded in a cash market in July, 1835?

Answer. It would be hard for me to answer that question. I do not know what their ages were at that time.

Question by same. Regarding Susan as being about 26 years of age in Oct., 1835, and Paul 4 years, and Lewis 18 months, what do you suppose they would have commanded in a cash market in July, 1835?

Answer. I would suppose that negroes of their appearance would have brought in any market, at that time, seven hundred and fifty dollars.

Question by J. D. Imboden, esq., counsel for plaintiff. Were Susan and her children (Paul and Lewis) the only negroes you generally saw on the Springs place? If not, what other negroes worked there?

Answer. I have seen other negroes there. I think I saw a woman and some children there that were under the management of James Nelson. I saw a negro there, who, I believe, was free, named Charles Bevens. And I have frequently seen some of Mr. Crawford's hands there during the spring season.

Question by same. Have you not seen Susan at Mr. Crawford's frequently?

Answer. I think I have, once or twice, probably oftener than that.

Question by same. Do not several of Mrs. Crawford's children spend most of their time at Henry Hottle's? If so, state how many you have seen there, and whether they do not go to school from there.

Answer. Some of Mr. Crawford's children are generally at Mr. Hottle's. I have seen as many as three or four of them there at a time; and have known them to go from there to school.

Question by same. You have stated above, that Mr. Hottle once asked you, whether you knew who had corn to sell; did he say how much he wanted to buy, and for what purpose he wished to use it; for feeding stock or for bread?

Answer. He did not state the quantity he wished to purchase. He said he wanted it to feed to the horses.

Question by same. What grounds had you for believing that if Armstrong had indemnified you, and you had made a levy on one [of] the horses in the team, and sold him under Armstrong's execution, Crawford would have instituted a suit for the recovery of the horse?

Answer. I have no other ground or reason for believing so, than that Mr. Hottle told me the property did not belong to him, but that it belonged to Crawford.

Question by same. Do you not know that all Mr. Hottle's property was sold from him in 1835, under executions levied on it?

Answer. I know there was a sale of his property in 1835. It was said to have been all sold.

Question by same. Have you ever seen a sister of the negro woman Susan, belonging to Mr. Crawford; if so, do you believe you would know the one from the other if you were to meet them at any other place than Crawford's or Hottle's?

Answer. I do not know that I know Susan's sister at all or not.

Question by same. Would you know Susan if you were to see her in any other place than the Pastures?

Answer. I think I would.

Question by def'ts. You have stated in a preceding part of your deposition that you have seen Susan at Crawford's, "once or twice, or oftener," was it before June, 1842, or after that time?

Answer. I think I have seen her there both before and since June, 1842.

And further this deponent saith not.

WM. H. BELL.

The following is a copy of the execution issued by E. Hogshead, against Henry Hottle, for John Armstrong, senr., which is referred to in the foregoing deposition:

"THE COMMONWEALTH OF VIRGINIA,

To William H. Bell, constable of the Middlebrook district, in Augusta county, greeting:

"You are hereby commanded, that of the personal estate of Henry Hottle you cause to be made the sum of nineteen dollars and 37½ cents, with lawful interest thereon, from the 30th day of November, 1837, till paid, and dolls. and 30 cents costs, which John Armstrong, sen., has recovered against him before me, , a justice of the peace, and make return thereof within sixty days, to render unto the said plaintiff of the debt and costs aforesaid.

"Given under my hand this 29th day of July, 1839.

"E. HOGSHEAD."

Upon said execution are endorsements in the words and figures following, to wit:

"Renewed, October 19th, 1839.

"E. HOGSHEAD."

"Rec'd twenty-three dollars and twenty cents, the amount of the within execution of A. Crawford.

WM. H. BELL, *C. M. D.*
December the 20th, 1839."

The following is a copy of so much of a note executed by Henry Hottle to John Armstrong, senr., together with the endorsements and certificate thereon, as have been preserved; (the other part thereof, together with some other papers in the same cause, having been accidentally burnt in the law office of H. W. Sheffey, esqr.,) which is referred to in the foregoing deposition.

"One day after date I binc
' heirs, executors, adm'r to pay Joh
' the sum of one hundred and thirty
' it being for value rec'd, as
' hand and seal, Jany. 7th, 1835.

Hc

A coppy of
Note.

E. Si

"The above is a copy of the bond
' on the 3d page of the settlement n
' Clarke, on the 8th of October, 1835,
' Crawford had assumed, and the with
' ment of the mode in which it
' said Crawford.
"March 13, 1845."

The following is a copy of the endorsements (so far as the same was saved from the burning,) made on the bond copied above:

" the 1st, 1836, rec'd of the within one mare at $65
' d one note on Francis Huff, due 22d August.
$22 50

" th, 1837, rec'd on the within note $44 00
' ve is a true copy of the credits on
' iginal note.
' ment given by me on 27th July, 1839, for $19 37 with
' from the 30th November, 1837.
E. HOGSHEAD, *J. P.*

' certify that the above
' 37 cents, with its ints
' paid to me by Alexander
WM. H. BELL, *C. M. D.*

Not having time to complete the taking of depositions on to-day, adjourned to meet here again on to-morrow morning, 10 o'clock.
J. B. WATTS, *Com.*

19th April, 1845; met pursuant to adjournment.

Franklin T. Geiger, another witness introduced by the defendants, being of lawful age and duly sworn, deposes and says:

Question by defendants. Were you acquainted with the prices of negroes in the July, 1835? If so, be pleased to state what a likely and valuable woman, about 26 years of age, and two likely boys, the one aged four years, and the other 18 months, would command in a cash market, at that time.

Answer. I was acquainted with the prices of negroes at the time alluded to; I was not engaged in the negro trading business at that time, but my father, the late George Geiger, deceased, was engaged in that business. I would suppose, from the way negroes sold at that time, that three negroes, such as are described in the question, were worth from $1100 to $1225. My father's dealings in the purchase of negroes, about that time, involved some $60,000.

Question by J. D. Imboden, esq., counsel of plaintiff. Have you ever seen Susan and her children? If so, state whether it was before July, 1835, or since that period.

Answer. I have never seen them that I know of. The estimate I have given of the negroes was based upon the description given in the first interrogatory.

Question by same. Do or did negro traders, either now or then, always give the same prices for negroes of similar descriptions and of the same ages?

Answer. It is and was customary for negro traders to correspond with southern dealers, to know the prices given for negroes in the southern markets, in order to know what prices to give in the interior markets. The southern prices govern those of the interior.

And further this deponent saith not.

FRANKLIN F. GEIGER.

Samuel M. Woodward, another witness introduced by the defendants, of lawful age and duly sworn, deposes and says:

Question by defendants. Were you acquainted with the prices of negroes in July, 1835? If so, be pleased to state what a likely and valuable woman, aged 26 years, and two boys likely and promising, the one aged 4 years and the other 18 months, were worth at or about that time.

Answer. I was not so well acquainted with the prices in 1835 as I was in 1836, yet I know that negroes rated pretty high in 1835. In the fall of 1836, I sold a family of negroes; at that time, negroes were at the highest prices I have ever known them to command. Amongst the family I sold were a woman and child, for whom I got $1000; This woman was between 20 and 30 years old, and the child (a male) between 6 and 9 months old. Judging from all that I have stated, I would say that the negroes described in the question were worth, in 1835, from $1000 to $1200.

Question by plaintiff's counsel. If you had been in the habit of purchasing negroes to sell again, or if you had wanted them for your own use in the year 1835, would you have been willing, on a mere descrip-

tion, (such as that in the question you last answered,) that "a woman and her children were likely *an* valuable," to have paid the sum in cash for Susan and her children, at which you have estimated them, viz., from 1000 to 1200 dollars?

Answer. I have never purchased negroes for my own use, except in one instance, and that was a great many years ago. I have never been engaged in the purchase of negroes for others, nor would I be so engaged under any circumstances. I would not buy any negro without first seeing him or her.

Question by same. Did you sell your woman and child to a trader?

Answer. I did not.

Question by defendants. Could you not have gotten considerably more for the negro woman and child had you sold them to a trader?

Answer. I was told so by traders who wanted to buy them; but I would not let a trader look at them.

Question by plaintiff's counsel. Do not persons frequently sell favorite negroes to an acquaintance or friend, (where they know their slaves will have a good home,) for much less than they would take from a negro trader, who intended removing them to the south?

Answer. I would presume so myself, as it was the course I pursued with those I sold.

And further saith not S. M. WOODWARD.

James Bevey, another witness introduced by the defendants, being of lawful age and duly sworn, deposes and says:

Had you any conversation with Joseph McCutchen, a witness heretofore examined in this cause, relative to a payment made on a bond executed by him, payable to the plaintiff, Alexander Crawford? If so, be pleased to state what he said in that conversation.

Answer. In September, 1841, I think it was, I craved Mr. McCuchen for some money. He told me he had gone to Scottsville, or Charlottesville to collect some money, and that on his return he foundered his horse at Waynesborough, and before getting home he stopped at Mr. Hottle's and paid him, Sunday as it was, $100, being all the money he had gotten; and that Mr. Hottle ate his dinner and started off to Ohio.

Question by same. Are you well acquainted with Jacob Koonkle and his son John, witnesses heretofore examined in this cause? If so, state what their general characters are in their neighborhood, among their neighbors generally, for integrity and veracity.

Answer. I have never heard any thing alleged against their characters; I have always considered them as much men of truth as any other men I have ever known; and I believe such to be their general character in their neighborhood.

Question by plaintiff's counsel. When and where did the conversation between McCutchen and yourself take place?

Answer. The next day, at Mr. McCutchen's own house; this was in the year 1841, I believe, as I have before stated.

Question. Have you a distinct recollection of every [thing] that passed in that conversation?

Answer. Yes, sir; I recollect it very distinctly.

Question by same. What reason did McCutchen allege for paying the money to Hottle when he knew it to be owing to Crawford, as his (McCutchen's) bond was executed to Crawford?

Answer. He, McCutchen, stated that Hottle had sent to his house on Saturday evening to know if he had returned, and also Sunday morning; that he, Hottle, had become uneasy; he said he owed Mr. Hottle the money, and Sunday as it was, he paid it to him; he said Hottle ate his dinner and started off to Ohio.

Question by same. Are you absolutely certain that this is the exact conversation you had with McCutchen; and that this was a part of the money due on the bond executed to Crawford?

Answer. Yes, sir; I am certain that that was the conversation I had with McCutchen; some time previous to this conversation Mr. McCutchen told me that he had gotten into a difficulty along with Lockridge and Craig as securities for Montgomery and Irwin, and that he had borrowed some money from Crawford and Hottle to pay the debt; that Lockridge and Graig were not willing to pay any part of it, considering themselves as not being bound to do so; as this was the only transaction I know between the McCutchen and Hottle, I suppose that the money paid by McCutchen was paid upon that debt.

Question by same. Did you not have a conversation with John Lockridge during the pendency of this cause, which took place in Staunton, in regard to this case of Crawford's?

Answer. I do not recollect that I did.

Question by same. Were you not asked by John Lockridge, on a court day, " why you were so active for Kinney in this case," and did you not answer that " Henry always took you up and gave you your dinner, and that you thought you ought to do something for him?"

Answer. No, sir; that question never was asked me by any man; and further saith not JAMES BERRY.

Samuel Clark, senior, esq., another witness introduced by the defendants, being of lawful age, and duly sworn, deposes and says:

Question by defendants. Are you well acquainted with Jacob Koonkle and his son John, witnesses heretofore examined in this cause; if so, be pleased to state what their characters are as men of truth?

Answer. I have been acquainted with Jacob Kunkle, I think, upwards of twenty years, and have always considered him a man of as much truth as any in our community; as to his son John, I can only say that since I have known him I have not heard any harm said of him; and further this deponent saith not. SAM'L CLARKE.

The plaintiff's counsel excepts to the foregoing question and answer on the ground that the characters of Jacob Koonkle and Son have not as yet been impeached; and the question and answer being therefore illegal, null, and void. The same exception is also made to so much

of James Berry's deposition as pertains to the character of the same witnesses.

Samuel Cline, another witness introduced by the defendants, being of lawful age, and duly sworn, deposes as follows:

Question by defendants. Had you any conversation with Henry Hottle, about the time *your* purchased said Hottle's mill property, in reference to his, said Hottle's, circumstances; if so, be pleased to state what passed in that conversation.

Answer. When I was talking with Mr. Hottle about purchasing his mill property, he said something about his circumstances, and told me that he was not broke; that he had put his property into his son-in-law's hands, to knock a young man, who had lived with him, out of $500; he may have named the young man, but I do not recollect now that he did; I have heard since that it was Benjamin T. Reed; Hottle said the debt was an unjust one.

Question by same. Did you understand from Hottle at that time how he became indebted to the young man, or Benjamin T. Reed, in the sum of $500?

Answer. I cannot say positively that I heard him say how he became indebted to Mr. Reed; it has been a long time since the conversation occurred.

Question by same. At what time did the conversation above referred to take place; at what time did you purchase the Mill property; from whom, and at what price?

Answer. The conversation took place a short time before I purchased the property; I made the purchase in the year 1836; I purchased of Alexander Crawford at the price of $5,500 for so many acres, and that if it should hold out more, I was then to give at the rate of so much per acre for the overplus; the land did hold out more, and I paid in all, instead of $5,500 only, $5,620, or thereabouts.

Question by same. Did Henry Hottle live in the Mill property at the time of the purchase aforesaid; and was he active or not in endeavoring to effect a sale of the property?

Answer. He lived there at the time, and appeared to be *alive* in trying to effect a sale.

Question by same. Did Hottle, at the time of the purchase made by you of the Mill property, say whether he had before that time sold the property to Benj. T. Reed; if so, be pleased to state at what price he had sold to said Reed; and also whether the contract had been cancelled, and upon what terms.

Answer. I do not recollect now that he told me he had sold to Reed; if he did I do not recollect it; I have understood all about Hottle's sale to Reed, but I cannot now say whether I heard it from Hottle or not.

Question by same. You have stated the price you paid for the Mill property; will you state also in what payments?

Answer. I think I paid $2,500 down, and the balance in six equal annual instalments.

Question by same. To whom did you pay the hand payment, and the deferred payments which fell due prior to 1842?

Answer. I lifted, I think, a deed of trust James Bell held upon the Mill property; and also a deed of trust which Jacob Teaford held upon the same property, in part payment of the hand payment; the balance of the hand payment I paid to Alexander Crawford; I paid a part of the remainder of the purchase to Messrs. Crawford and Hottle; and a part of one instalment to Mr. Fultz.

Question by same. When was the payment made to Mr. Fultz, and how much?

Answer. I cannot state the precise time; it has been some three years since, I would judge; I do not recollect whether I paid him upwards of $100, or not quite $100; I know that it was not as much as $200; it has slipped my memory.

Question by same. Have you sold the Hottle mill property; if so, when and for how much?

Answer. I sold it in 1839 for $10,600.

Question by same. At the time of the conversation you had with Hottle about his circumstances where did you reside?

Answer. In Rockingham county.

Question by J. D. Imboden, esq., counsel for plaintiff. How came Hottle to speak of his circumstances at the time he told you he was not broke?

Answer. I recollect very well at what [time] the conversation alluded to took place, but as to how it commenced I do not recollect.

Question by same. Did Hottle farm the land at the time of your purchase, or did Crawford farm it with his own hands?

Answer. I saw some of Mr. Crawford's hands at work there; I also saw Mr. Hottle at work there too; they all seemed to live as one family, and Mr. Hottle appeared to be a kind of manager or overseer, I cannot say which.

Question by same. In effecting the sale of this Mill property, you stated that Hottle was very active; did he seem to be acting for himself or for Crawford?

Answer. Acting for Mr. Crawford.

Question by same. To whom were your lands executed for the deferred instalments?

Answer. To Alderman Crawford.

Question by same. Was not Henry Hottle doing business for Crawford when you paid him a part of the purchase money?

Answer. He appeared to be so, sir.

Question by same. Have you ever paid Hottle more than from 150 to 200 dollars of the money due on the deferred instalment?

Answer. I think I have, sir.

Question by same. Did you make any improvements on the property while you owned it; if so, to what amount do you suppose you improved the property?

Answer. I do not know of any improvements I made upon the property; I got a good miller, and done a good deal more business than I did when I first purchased.

Question by same. Do you not attribute the rise in the price of that Mill property to the fact of its being better kept, and having a better run of custom than it formerly had; and is not a mill worth vastly more with a good run of custom than without it?

Answer. I attribute the rise in part to the fact of its being better kept; and also to the fact of property generally having risen in price before I sold; the custom of a mill is the main point in its value.

Question by same. Did you not regard Hottle as a broken man, or very nearly so, at the time you purchased the Mill property?

Answer. "Not entirely, I did not;" I did not in my own estimation consider him entirely broken.

Question by same. Did you consider him as perfectly good, and would you have been willing to have trusted him for any considerable amount?

Answer. I believed Hottle to be worth money, but worked into Crawford's hands, so that it could not be gotten at, except at Crawford's pleasure.

Question by same. On what grounds did you form your opinion that Hottle had worked his money into Crawford's hands; was it from your *your* own certain knowledge, or was it merely report or rumor that had reached you?

Answer. From conversations I had with Mr. Hottle's neighbors in regard to Hottle's circumstances, and a calculation I made of the debts I knew of, from what I had been told against him, and the amount of property he had sold, I thought there was a balance in his favor; though I may not have known of all the debts that were against him.

Question by same. Did you sell this property at $10,600 to a man who was good for the amount, or did you have to take the property back again to save yourself?

Answer. I sold a part of the property, to wit, the saw mill and a lot, to Mr. Thomas for $600; the balance I sold to Mr. Freymyer for $10,000; he paid me in the neighborhood of $4,000 of the $10,000; I then held about $6,000 in paper on him, which I agreed to give to Dr. Davidson in part of the purchase money of the property I got of him, provided he would take the Hottle mill property for it, or without recourse upon me; I lost ultimately $1,500 on the property, leaving me $9,100, which I received for the whole property; and further saith not

SAMUEL CLINE.

Robert S. Brooke, esq., of lawful age, and being duly sworn, deposes and says:

Question by defendants. Were you a juror on the trial of the objections filed to Hottle's petition in bankruptcy, at the last May term of the federal court. If so, say what David G. Russell, a witness examined before the jury in that case, stated on oath with regard to his visits to the neighborhood of the plaintiff, Alex'r Crawford, whilst he, said Russell, was working at Jacob Bumgardner's.

Answer. I was a juryman on the trial referred to; while I would not

undertake to say that I have an accurate recollection of all the testimony of David Russell in that case, I have a distinct recollection that he stated that whilst he lived in the neighborhood of Middlebrooke, (I think at Mr. Bumgardner's,) he had his washing done at Mr. Crawford's, which rendered it necessary for him to visit there occasionally; I remember that I was surprised that he should have his washing done at so great a distance from his place of residence, it being, as I understood, some ten miles across the North Mountain.

Question by same. Did not said Russell state that he went across from Bumgardner's to Crawford's several times whilst he lived with the former, to get his clothing that were washed at Mr. Crawford's and did he say whether he walked or rode?

Answer. My impressions are that he stated that he went over to Crawford's whenever he wanted clean clothes, and that he walked; as to his mode of travelling, however, I will not be positive.

And further saith not

ROBT. S. BROOKE.

Joseph Jameson, another witness introduced by the defendants, being of lawful age, and duly sworn, deposes and says:

Question by defendants. Are you acquainted with Henry Hottle? If so, state whether he is an active and business man or not.

Answer. I have seen Mr. Hottle frequently out in the mountains. I have never seen any thing the matter with Mr. Hottle. On one occasion I went out into the Pastures to serve a notice on Mr. Crawford and Mr. Hottle, and returned as far on my way back as Francis Bell's, where I staid all night; I left the next morning before sunrise, and before I got to town, I saw Mr. Hottle ahead of me. I did not overtake him until he had gotten into town, and when he was in the act of tying his horse I spoke to him. "Hah, Mr. Hottle, are you here? He replied, yes, I have come to get a bottle of oil." He was at any rates, whether an active man or not, too quick for me that time. I left Hottle's about sundown; staid at Mr. Bell's that night, and got into town the next morning just about sunrise. He has always been striving and moving about when I have seen him. I do not know that I ever saw him sitting down in his house or on the fence when I have been there.

Question by same. Did you see Mr. Hottle in town early the next morning after the morning you spoke to him when hitching his horse?

Answer. After breakfast the next morning, he came to me in town here, and told me that Mr. Fultz wanted to see me; I went to Mr. Fultz and he got me to serve some notices in the case of Points, Kinney, and others, for him.

Question by same. Did Hottle say whether he returned home the day before with the oil, or not?

Answer. I asked Mr. Hottle whether he went home the day before with the oil, or not, and he stated he did; and I do not know any better, or to the contrary, to this day.

Question by same. How far is it from Staunton to Hottle's residence?

Answer. It is called seventeen miles.

Question by same. Were you out in the Pastures during the present week to serve notices on Hottle and Crawford, or not?

Answer. I was there on Monday morning last.

Question by same. Did Hottle come to town that day; if yea, who beat to town, you or Hottle?

Answer. Hottle beat me. I went on to Mr. Jas. Berry's to get my breakfast; Mr. Hottle said "you can get it here;" I told him I would go to Berry's any how. Berry lived some three or four miles further on than Hottle's, as Hottle informed me. I got back to Staunton about *about* 12 o'clock, m.

Question by J. D. Imboden, esquire, counsel for plaintiff. How far from Hottle's to Bell's; how far from Bell's to Staunton? At what hour did you get to Bell's from Hottle's, and how much farther had Mr. Hottle to ride in coming to town than you had from Mr. Bell's?

Answer. It is said to be about 8½ miles from Hottle's to Bell's, and nine miles from Bell's to Staunton; it appears to me that I got to Bell's from Hottle's at about 9 o'clock at night. Mr. Hottle had to travel about seventeen miles and I about nine. I left Bell's before light in the morning.

Question by same. Could not an old man on horseback, on urgent business, such as going for medicine for sick children, travel as fast as a young man?

Answer. I do not see why he could not.

And further saith not

JOSEPH JAMISON.

Not having time to complete the taking of the depositions on to-day, adjourned to meet here again on Monday morning next, at 10 o'clock, a. m.

J. M. WATTS.

21st of April, 1844. Met pursuant to adjournment.

Robertson Hanger, another witness introduced by the defendants, being of lawful age, and duly sworn, deposes and says:

Be pleased to look at exhibit "X," filed in this cause, purporting to be a contract between Henry Hottle and Benjamin T. Reed, bearing date the 24th day of December, 1833, and witnessed by Henry G. George, deceased, and state whether you have seen it before. If yea, when you first saw it, and under what circumstances; and also whether the signature "Henry G. George" is in the handwriting of Henry G. George, deceased; and whether you are the administrator of the said Henry G. George, deceased, or not?

Answer. Some time in the course of last year I was called upon by Benjamin T. Reed to know if there was not such a paper as the one alluded to, (stating that the signatures were cut out,) among the papers

of the late Henry G. George. I told him I had never seen such a paper, but that I would look. I examined and found the paper described in the interrogatory, among several other articles of agreement between other persons, some of which seemed to be in George's handwriting. I believe the words "signed, sealed, and delivered, in the presence of Henry G. George," annexed to said contract, to be wholly in the handwriting of the late Henry G. George. I am the administrator of the said George, and have the custody of all his papers.

Question by J. D. Imboden, esquire, counsel for plaintiff. Have yo ever seen the late Henry G. George write or not?

Answer. I have seen him writing several times; indeed, frequently.

Question by same. Have you ever seen him affix his signature or write his name?

Answer. I have.

Question by same. How long since the late Henry G. George departed this life?

Answer. I think he died in the month of November, 1837, on or about the 16th of that month; I think I administered on his estate at the November court, 1837.

And further saith not
1 day. ROBINSON HANGER.

The following is a copy of exhibit "X" referred to in the foregoing deposition:

"Memorandum of an agreement entered into this 26th day of December, in the year of one thousand eight hundred and thirty-three, between Henry Hottle, of the county of Augusta, and State of Virginia, of the one part, and Benjamin T. Reed, of the county and State aforesaid, of the other part, witnesseth: Hottle, for and in consideration of the coven hereinafter expressed, to be done and performed on the part of the said B. T. Reed, has bargained and sold unto the said Reed, his heirs and assigns, a certain tract and parcel of land, lying and being on the Middle river, in the county aforesaid, adjoining the lands of George Cook, Samuel Sterrett, and others; which he, the said Hottle, warrants to contain at least 170 acres, with a merchant mill, choping mill, and saw mill on said land, with all their appurtenances; the said Reed is to have possession of all the mills on the first day of January next, and full possession of the whole premises on the first day of March next, with the grain in the ground. And the said Hottle is to make unto the said Reed a good and sufficient deed in fee simple, with general warranty, for said land, on or before the first day of March next. And the said Reed on his part is to pay to the said Hottle the sum of six thousand dollars in the following instalments, to wit: on the first day of March, twenty-five hundred dollars, to be paid in due paper; and the residue in seven equal annual instalments; the said Hottle is not to ask the said Reed security in the after payments. For the true and faithful performance of all and singular the

foregoing covenants and agreements, the said parties bind themselves respectively, their heirs, executors, and administrators, to each other, firmly by this presents.

In testimony whereof we have hereunto set our hands and seals this 26th day of December, 1833.

Signed, sealed, and delivered in the presence of —
HENRY G. GEORGE.

22d April, 1845. At the law office of J. D. Imboden, esquire, in the town of Staunton, by consent of parties, the deposition of Nicholas K. Trout was opened, and the said Trout being again called, appeared and responded to questions propounded by the defendants.

Question by defendants. Were you in court at the May term last, when objections to Henry Hottle's discharge under the bankrupt law was tried? If so, did you hear David G. Russell examined as a witness; and what did he say, if any thing, about visiting the neighborhood of the plaintiff, Crawford, whilst he, said Russell, was at work for Jacob Bumgardner?

Answer. I was present during the trial alluded to, and heard the examination of a witness named Russell. I think his name was David. I understood him to say that whilst he was residing with Mr. Bumgardner, which he stated to be some considerable distance from Mr. Alexander Crawford's, he was in the habit of visiting the neighborhood of said Crawford's, where he had his washing done. I remember that the counsel for the objectants made him repeat said statement several times, pretending to be astonished at his travelling such a distance to have his washing done.

And further this deponent saith not.

NICHO. K. TROUT.

The counsel for the plaintiff in this cause, in this place, and once for all, enters his protest against the admission *in toto* of any of the declarations of Henry Hottle, as recited by Jacob K. Stribling, Francis Huff, William H. Bell, and Samuel Cline, alleging as his ground for this exception and protest, that said declarations of Henry Hottle are not legal testimony in the case of Crawford vs. Mowrey's administrators and others.

J. B. WATTS, *Com.*

It is understood between the parties in this cause, that the foregoing depositions or copies thereof, made out by either myself as commissioner, or by the clerk of the circuit superior court of law and chancery for Augusta county, may be used and read as evidence, so far as they may be applicable, either in whole or in part, in the several causes involving the matters in controversy herein, to wit, the case in the court of bankruptcy upon Hottle's petition; the case on the chancery side of the federal court at Staunton, in the name of James Points, assignee, plain-

tiff, and Hottle and Crawford, defendants; (and the case in the circuit superior court of law and chancery for Augusta county, in which they, the said depositions, were taken. J. B. WATTS, *Com.*

I, John B. Watts, commissioner for taking depositions, have proceeded, on this 7th day of July, 1845, at the office of Porterfield Kinney, esquire, in the town of Staunton, agreeably to the accompanying notice, to take the depositions of John Lockridge and al., to be read in a cause depending in the circuit superior court of law and chancery for Augusta county, wherein Alexander Crawford is plaintiff, and John C. Sower's administrator and als., are defendants.

The said John Lockridge, a witness introduced by the defendants, being of lawful age, and duly sworn, deposes and says:

Question by defendant, J. Kinney. Did James Berry at any time ever inform you that he had been active for the defendants or either of them in this cause, and assign as a reason that the defendant, Kinney, had "taken him up" and given him his dinner, and that he, said Berry, ought to do something for him, said Kinney?

Answer. No. Berry never told me that.

Question by same. Are you well acquainted with James Berry? and what is his character and standing for truth in the neighborhood where he resides?

Answer. I am very well acquainted with him; his character I believe to be good, as a man of truth, especially upon oath; I may have heard something against him; as there are many little things arising in a neighborhood about which persons differ in opinion; but I do not recollect any particular case of the kind; I believe his character to be good among his neighbors generally.

Question by Hugh W. Sheffey, esq., attorney for the plaintiff. Do you recollect of having had any conversation with Mr. Berry, about his assisting Mr. Kinney in the suit of Crawford vs. Sowers' ex'ors, Kinney and others; and what reasons he gave for feeling an interest in the matter; and whether Mr. Berry did not say something to you about dining with Mr. Kinney; and if so, state all the conversation or convertions touching these matters.

Answer. Mr. Berry never told me that he was active in the case; but he told me that Mr. Jefferson Kinney was very kind to him, and his family were also; that he had frequently eaten dinner with him.

Question by deft. Do you not know that the defendants were several days at the house of Jas. Berry in the Pastures taking depositions in bankrupt case, and that the defendant Kinney, and Col. Crawford, staid at Berry's house by invitation last fall, whilst they were collecting testimony in this cause?

Answer. I know they were there taking depositions in the bankrupt case; I cannot say how long they were there, at least of my own knowledge; I saw them there one evening; I do not know whether they staid there or not; neither do I know whether they were invited or not.

Question by same. Did Mr. Berry then keep a house of entertainment or not?

Answer. I do not know whether he did or not, at that time.

And further saith not

JOHN LOCKRIDGE.

James Berry, esq., another witness introduced by the defendants, being of lawful age, and first duly sworn, deposeth and saith:

Question by defendant, Jeff. Kinney. Please state whether you kept a house of entertainment at the time the depositions were taken in the bankrupt case; whether the defendants, or their counsel, and counsel for Hottle, in the bankrupt case, were invited by you to stay at your house; and whether or not the defendant Kinney and Col. Crawford were invited to stay with you whilst in your neighborhood collecting testimony in this cause; and did they stay with you several days.

Answer. I did not keep a house of entertainment at that time; I invited the parties to stay all night with me; and Colonel Crawford and Kinney Stribling staid with me two nights and a day, or such a matter; I invited Hugh W. Sheffey, esq., plaintiff's counsel, to stay at the same time; he replied he would be very glad to do so, but that Mr. Hottle wanted him to go up with him, which he did accordingly. Colonel Crawford and Jefferson Kinney, when they were collecting testimony, were invited by me to stay at my house, and they did stay.

Question by same. Have you any written evidence that Joseph McCutchen, a witness for the plaintiff in this cause, was indebted to you at the time you have stated in your former deposition, that you called on him to pay you money, to wit, in the year 1841?

Answer. I have, and that evidence I have along with me.

Question by same. Is the note now produced by you, in the words and figures following, to wit, "I promise to pay D. J. Hamersly, on demand, twenty-one dollars and ninety-six cents, with interest, for value received. September 9th, 1839. Joseph McCutchen;" the evidence alluded to in your answer.

Answer. It is.

Question by same. Upon the obligation aforesaid, there is an endorsement in the words and figures following, to wit, "February 19th, 1841, received $2 00." State by whom that payment was made, and when; and whether any other payment has been made, or whether said note is entitled to any other credit; and if so, by whom paid, to whom paid, when and how much.

Answer. The pay of the $2 00 was made by Joseph McCutchen on the day the credit on the note bears date, to wit, February 19th, 1841; the note is entitled to another credit, but I am not able to say how much, without a settlement; I would say, however, not more than eight or nine dollars; this credit is for a debt I assumed to pay for another man to McCutchen some time in November or December, 1843.

Question by same. Was said note your property at the time you called on McCutchen for money, and if yea, is it still your property?

Answer. It was my property at that time, and still is mine; Mr. Hamersly has my receipt for it, along with other claims; and as he directed me to push for and collect the money, and as, by my failing to do so, the debt cannot be collected in consequence of McCutchen's failure, since the note was put into my hands, I consider myself bound for it, and therefore my property. Last December was a year, I called upon him for the money, and told that Hamersly had instructed me to push for it. He said he did not wish me to push him; that he would pay me in as short a time as he could. McCutchen held a note on me, but to whom I executed it, whether to himself or Ewell McCutchen, I do not now recollect, for $30, or thereabouts; but there are various credits upon that note reducing it down to about $5; against which I hold offsets in an unsettled account.

Question by deft. Kinney. Were you invited by me to dinner at the March county court last; and if so, who were you in conversation with at the time?

Answer. I was invited at the time alluded to; I do not recollect all that were present; I recollect William Hite and John Lockridge; Mr. Kinney was walking out of his office, and spoke to me, to go and take dinner with him; said William Hite is the same person who has been examined as a witness in this case.

Question by Hugh W. Sheffey, attorney for plaintiff. At what time was it that you called on McCutchen for money on account of the Hammersly note?

Answer. The last time I called on him for money was in December, 1843; the time he told me he had paid the money to Hottle was before this time; I think it was in September, 1841.

Question by same. Had you any assignment or transfer of the Hammersly note?

Answer. No, sir, I had not.

Question by same. At the time you called on McCutchen for money on account of this note, had Hammersly told you that he would hold you accountable for the amount of it, or has he, since that time, told you so?

Answer. Some time before that, he, Hamersly, requested me to execute my note for the McCutchen note; I refused to do so; and he then directed me to push upon the note; I have not seen Hamersly since, and do not know where he is; I did not do as he directed me, and therefore consider myself bound for the McCutchen note.

Question by same. Did you tell McCutchen that Hammersly had transferred or assigned the note to you, and that the note was your property?

Answer. I do not recollect that I told him any thing more about it than that Hamersly had directed me to push for the money, and that I wanted the money.

Question by deft. Have you called on McCutchen for the Hamersly note more than the two times referred to in your deposition herein?

Answer. I have called upon him repeatedly.

And further saith not JAMES BERRY.

In justice to Mr. Jefferson Kinney, one of the defendants in this cause, I wish on the part of the plaintiff expressly to disclaim any intention of imputing any impropriety of motive or conduct to him in inviting Mr. Berry to partake of his hospitality.

HUGH W. SHEFFEY,
Counsel for the plaintiff.

I, John B. Watts, commissioner for taking depositions, have proceeded on this 30th day of September, 1845, at the law office of Robert P. Kinney, esq., in the town of Staunton, agreeably to the accompanying notice, to take the depositions of Breeze Johnson and others; to be read, when completed, in a cause now depending and undetermined in the circuit superior court of law and chancery for Augusta county, wherein Alexander Crawford is plaintiff, and Benjamin T. Reed and others are defendants.

The said Breeze Johnson, being of lawful age, and first duly sworn, deposes and answers as follows:

Question by Jefferson Kinney. Were you present in the federal court at the May term, 1844, when the matter arising upon the petition of Henry Hottle to be discharged under the bankrupt law, and the objections thereto, were tried? If so, state whether or not Alexander Crawford, the son-in-law of said Hottle, was examined as a witness upon said trial.

Answer. I was there at one term, when the objections to Henry Hottle's discharge in bankruptcy were tried; and at that time Alexander Crawford was examined as a witness; but I do not now remember whether it was the May term of 1844 or not, though I think it was.

Question by same. Do you recollect what said Crawford stated in evidence as to the consideration of a bond of $300, and also of other bonds which had been executed by Henry Hottle to him, and referred to in the proceedings of said cause?

Answer. I remember of hearing something stated about bonds, but I do not remember their amounts, not having charged my memory with it; I remember that what said Crawford said on that occasion, as evidence, was written down by Mr. Thomas J. Michie, engaged as an attorney in the case; after he had written it down, it was read to Mr. Crawford and corrected; the writing the evidence down, reading it, and the correction, attracted my attention to their proceedings on account of their novelty. After the corrections were made, I was requested to sign the statements, (by Mr. Michie,) which I did accordingly; it is impossible for me to state, at this late period of time since that trial, what was the evidence of said Crawford, without seeing the statement which I attested.

The statement was shown the witness, agreeably to his wish, (which is herewith annexed, marked "A,") and after reading it, he continued to answer, and said "that paper contained the evidence as given in by Mr. Crawford on the trial of the said cause at the term referred to, which he acknowledged at the time I signed it."

The following is a copy of the paper referred to in the foregoing deposition, as written by Thomas J. Michie, esq., and attested by deponent, marked "A."

"A."

In the matter of Henry Hottle, in bankruptcy.

"Alexander Crawford, a witness for petitioner, Henry Hottle, states that when he first married Henry Hottle's daughter, in the year 1830, said Hottle was nearly insolvent, and much in need of money; that shortly after witness loaned said Hottle three hundred dollars to pay for the negro woman, Susan, who is now in controversy between said Hottle's creditors and said Crawford; that he did not take a bond for said $300, but charged it on his book; that afterwards he made other advances to said Hottle, at the dates which the bonds executed by said Hottle to witness, and filed in the papers of this cause, bear; that for some of said advances he took bonds, and for others he made charges on his book; that some of the bonds thus taken became old and worn, and in consequence thereof he, after the last sum secured by those bonds became due, and before the settlement of the 8th of October, 1835, took from Hottle the bonds aforesaid, not only in place of the old bonds, but in place of the charges on the book; all said old bonds and charges being at the time they were so renewed still due from Hottle to him; that the bond for twenty dollars, dated 10th January, 1835, payable 1st January, 1836, mentioned in said settlement, was given for the hire of said woman Susan for that year; that witness supposes the reason the bill of sale for said woman and her children is dated in July is, that witness did not make the second payment for her till the date of said bill of sale; that he supposes he then made the second payment for her; and on the 8th of October, 1835, having paid *too* two previous payments as he distinctly recollects, he made the last payment of $50; that he supposes, but is not positive, that all said bonds now filed here from Hottle to him, were written and executed on the same day, except the $20 bond, and are in the handwriting of witness' wife, the daughter of said Hottle, and were renewed with a view to the making of said settlement before Mr. Clarke; that on October 8th, 1835, witness bought Hottle's land, mill, &c., as stated in the deed of that date, and paid for it in the manner stated in said settlement of that date; that he lost money by said purchase, having afterwards sold the land and mills to Cline for $5,500; of which $2000 was paid down, the balance in payments of $500 a year; Hottle acted as witness' agent at the Springs place, and was authorized by witness to make contracts for him."

Acknowledged before me, this 9th May, 1844.

BREEZE JOHNSON.

Question by same. Is the foregoing, or annexed paper, (marked A, to which you have referred in your preceding answers,) in the handwriting of Thomas J. Michie, esq.; was it read over by him, and then corrected at the instance of Alexander Crawford, the witness, in his, the wit-

ness', presence and read to him in the presence and hearing of the court; and are the words and figures, to wit, "Acknowledged before me, this 9th May, 1844. Breeze Johnson," at the bottom of said evidence, in your handwriting; and were you called upon, in the presence of said Crawford and of the court, to attest the fact that said Crawford acknowledged that statement to be his evidence in the cause therein referred to; and did he so acknowledge it in open court?

Answer. It is in the handwriting of Mr. Michie, so far as it details Mr. Crawford's evidence. It was read over by Mr. Michie, in the presence and hearing of Mr. Crawford, and in the presence and hearing of the court, (it being in session at the time,) at the bar thereof, when the trial was in progress. At the time Mr. Michie read over the statement to Mr. Crawford, he, Crawford, made several objections to it, (I know he made one objection, and I think he made others,) when Mr. Michie so corrected it as to meet the objections of said Crawford. This was done in my presence and in the presence of the court also, all at the same time. It was read over to Mr. Crawford after the corrections were made, and he acknowledged that it was then correct. And the words "acknowledged before me, this 9th May, 1844. Breeze Johnson," are in my handwriting, which I wrote at the time at the request of Mr. Michie, with the consent of said Crawford; all except these words is in the handwriting of Mr. Michie.

The plaintiff, by his counsel, objects to the paper hereto annexed, marked A, and above referred to, on the ground that Judge Pennybacker, at the May term of the federal court, 1845, in Staunton, decided at the trial of rule against Alexander Crawford, to show cause why he had not answered the bill of Benjamin T. Reed et al., that said paper was not [to] be used as a part of the record by either of the parties in the case of Points' assignee vs. Crawford, &c.

The defendants in this case, and the plaintiff in the case above referred to, of Points' assignee vs. Crawford, &c., deny that any such decission was made by Judge Pennybacker (as applicable to either of the causes) supposed by the above objection.

And further this deponent saith not.

BREEZE JOHNSON.

Not having time to go through with these depositions on to-day, adjourned over until to-morrow, 10 o'clock, a. m.

J. B. WATTS, *Com.*

10 o'clock, 30th Sept., 1845; met pursuant to adjournment, and not having any witness before to examine, by consent, adjourned till to-morrow morning, 10 o'clock.

J. B. WATTS, *Com.*

I, John B. Watts, commissioner, have proceeded on this 3d day of November, 1845, at the law office of Robert P. Kenney, esq., in the town of Staunton, agreeably to the accompanying notice, to take the deposition of Alexander Laporte and others, to be read as evidence in

a cause depending and undetermined in the circuit superior court of law and chancery, for Augusta county, wherein Alexander Crawford is plaintiff, and John C. Sowers, exr's and al., defendants.

The said Alexander Laporte, a witness introduced by the defendants, being of lawful age and first duly sworn, deposes and answers as follows:

Question by Jefferson Kinney, one of the defendants. Be pleased to say whether you have, or have not, had any conversation with Joseph McCutchen, a witness heretofore examined in this cause, in relation to his indebtedness to James Berry, another witness also heretofore examined in this cause; and if yea, when that conversation occurred, and what passed between you on the subject.

Answer. In 1843, Joseph McCutchen handed me a note executed to him by John Chewning, with Ephraim Woodward as security, which he wished me to collect and pay over to James Berry, to whom he said he was indebted. And further this deponent saith not.

ALEX'R LAPORTE.

Not having time to complete the taking of the depositions on to-day, adjourned till to-morrow morning, 9 o'clock, at said office.

J. B. WATTS.

Law office of R. P. Kinney, esq., in the town of Staunton; met pursuant to adjournment.

James A. Cochran, esq., a witness introduced by the defendants, being of lawful age and duly sworn, deposes and says:

Question by Jefferson Kinney, esq., one of the defendants. Do you know in what year Henry Hottle purchased the negro woman Susan, in controversy in this cause? If so, state the year.

Answer. I thought it either in 1829 or 1830, and on seeing the receipt given for the purchase money, I find that it was the year 1829.

Question by same. Be pleased to take and examine the receipt now handed you, in the words and figures following, to wit:

"Amount of sale of a negro woman named Suze or Susy, and her infant child, sold the 31st October, 1829, under deed of trust executed by Lewis A. Pauly to Samuel Clarke, to secure James Cochran - - - - - - - - $300 00

Deduct commission - - -	$15 00	
Printer's bill - - - -	1 87½	16 87½
		$283 12½

"Oct. 31st, 1829. Samuel Clarke the above balance of two hundred and eighty-three dollars and twelve and a half cents.

JAMES A. COCHRAN."

and say whether it is the same receipt referred to in your answer to the first question?

Answer. It is the same receipt.

Question by same. Do you know where and by whom the money was paid for said slave Susan?

Answer it was paid on the day of the date of the receipt, at Mr. Cowan's store, in the town of Staunton, by Henry Hottle.

Question by same. Do you know from whom Henry Hottle got said money, which he paid as stated in your last answer?

Answer. I know who Mr. Hottle told me he got part of the money of — and know of whom he got the balance. He told me he got a part from Col. Joseph Brown, and I saw him get the balance of Jacob Swoope, now deceased.

John D. Imboden, esq., objects to so much of the above deposition of James A. Cochran as details the declarations of Henry Hottle, his declarations not being evidence in this cause.

Question by same. Did you see Mr. Swoope pay part of said money to Hottle in Mr. Cowan's store?

Answer. I cannot say that I saw Hottle get the money out of Mr. Swoope's hands, but I know the money was paid to Mr. Clarke by Mr. Swoope for Mr. Hottle in his, Hottle's, presence.

Question by J. D. Imboden, esq., counsel for plaintiff. Do you know for what consideration Swoope paid this money for Hottle?

Answer. It was either on Col. Brown's note, or his order upon Swoope, in favor of Hottle.

And further saith not JAS. A. COCHRAN.

In pursuance of the annexed notice I have taken the depositions of William Windle and Jackson Windle, at the house of Philip Liggett, in the town of New Market, and county of Shenandoah, on this day, the 27th of September, 1845, to be read as evidence in a cause depending in the district court of the United States, for the western district of Virginia, holden at Staunton, wherein James Points, assignee in bankruptcy of Henry Hottle, is plaintiff, and Henry Hottle and Alexander Crawford are defendants.

William Windle, of lawful age and duly sworn, deposeth and saith:

Question by defendant. State whether you lived in Augusta county; when and where; and if any, what knowledge of the transactions of Henry Hottle and Alexander Crawford?

Answer. I did live in Augusta county, on the waters of Little Calf Pasture river, near Sam'l Craig's, from the fall of 1836, till December, 1839. I have no precise knowledge of the transactions between the two above named men.

Question by same. Did you carry on a blacksmith shop during that time; and did Alexander Crawford and Henry Hottle get their work done at your shop; if so, how were their accounts kept, separate or joint, and by whom paid?

Answer. I carried on a blacksmith shop during the time I lived in Augusta county. I suppose a great part of their work was done at my shop during the above named time; the accounts were kept separately. At the time the accounts were running, Mr. Hottle stated to me that

Mr. Crawford was to pay his account, but during the time I got some pay of Mr. Hottle on his own account.

Question by same. During the time aforesaid, and while the account was accruing, had you any conversation with Alex'r Crawford in regard to to the account of said Hottle, as to its payment. If so, state what?

Answer. Mr. Crawford asked me how I charged the accounts, whether jointly or separately. After I stated to him that they were separate accounts, he observed that I was right; that he wanted Mr. Hottle to settle his own account.

Question by same. State whether, in the conversation aforesaid referred to, Alexander Crawford said any thing as to the means and ability of said Hottle to pay his own debts.

Answer. I do not recollect that he did.

Question by same. Did Alexander Crawford ever discharge the debt due from Hottle to you, incurred as stated, or whether the same still remains unpaid?

Answer. Mr. Crawford paid me a portion of Mr. Hottle's account, but the books or accounts still stand unsettled.

Question by same. When and in what manner did Alexander Crawford pay a part of your account against Hottle?

Answer. Mr. Crawford paid me a part of Hottle's account in such articles as I needed during the time that the account was accruing.

Question by same. State if you know whether your son, Jackson Windle, purchased a roan mare from Henry Hottle, during the time aforesaid, and whether you was the security of your son for the payment of the money, and to whom was it paid?

Answer. He, (my son,) did purchase a roan mare of Mr. Hottle during the time aforesaid; I was his security for the payment; the notes were made payable to Mr. Crawford; one for the ironing of a wagon, and the other note payable in cash. We ironed the wagon that Mr. Hottle brought to the shop and took away. I have never received my note as yet, which was made payable in money, but consider that the unsettled account, still standing between myself and Hottle, will pay said note.

Question by same. Did you know a negro woman named Susan, and her sons Paul and Lewis; if so, in whose possession were they while you knew them?

Answer. I seen a negro woman at times about Mr. Hottle's, but do not recollect her name.

Question by Alexander Crawford, defendant. Did I not tell you I wanted to know what the expenses of each place cost me per year?

Answer. I have no recollection of any such conversation.

Question by same. Do you know who purchased and paid for the wood work of the wagon referred to, or to whom it belonged?

Answer. I do not. And further this deponent saith not.

WM. WINDLE.

VIRGINIA, *Shenandoah county, to wit:*

I, John D. Zirkle, a justice of the peace in and for the county of Shenandoah, do certify, that the foregoing deposition of William Windle was taken at the time and place stated in the caption, to be read as evidence in the cause and court in the enclosed notice stated, after having duly qualified said witness.

Witness my hand, this 27th Sept., 1845.

JNO. D. ZIRKLE, *J. P.*

In pursuance of the enclosed notice, I have taken the depositions of William Windle and Jackson Windle, at the house of Philip Ligget, in the town of New Market and county of Shenandoah, on this day, the 27th of September, 1845, to be read as evidence in a cause depending in the circuit superior court of law and chancery, holden for Augusta, wherein Alexander Crawford is plaintiff, and Benjamin T. Reed and others are defendants.

William Windle, of lawful age and duly sworn, deposeth and saith:

Q. by defendants. State whether you lived in Augusta county, when and where, and if any, what knowledge of the transactions of the plaintiff and Henry Hottle.

Answer. I did live in Augusta county, on the waters of the Little Calf Pasture river, near Samuel Craig, from the fall of 1836, till December, 1839. I have no precise knowledge of the transactions between the two above named men.

Q. by same. Did you carry on a blacksmith shop during that time, and did the plaintiffs, Alexander Crawford and Henry Hottle, get their work done at your shop? If so, how were the accounts kept, separate or joint, and by whom paid?

Answer. I carried on a blacksmith shop during the time I lived in Augusta county. I suppose a greater part of their work was done at my shop during the above named time; the accounts were kept separately; at the time the accounts were running, Mr. Hottle stated to me that Mr. Crawford was to pay his account, but during the time I got some pay of Mr. Hottle on his own account.

Q. by same. During the time aforesaid, and while the account was accruing, had you any conversation with the plaintiff, Crawford, in regard to the account of said Hottle, as to its payment? If so, state what.

Answer. Mr. Crawford asked me how I charged the accounts, whether jointly or separately; I told him that I kept the accounts separately; after I stated to him that they were separate accounts, he observed that it was right, that he wanted Mr. Hottle to settle his own account.

Q. by same. State whether, in the conversation aforesaid referred to, the plaintiff said any thing as to the means and ability of said Hottle to pay his own debts.

Answer. I do not recollect that he did.

Q. by same. Did the plaintiff, Crawford, ever discharge the debt

due from Hottle to you, incurred as stated, or whether the same still remains unpaid?

Answer. Mr. Crawford, the plaintiff, paid me a portion of Mr. Hottle's account, but the books or accounts still stand unsettled.

Q. by same. When and in what manner did the plaintiff, Crawford, pay a part of your account against Hottle?

Answer. Mr. Crawford paid me a part of Hottle's account in such articles as I needed during the time that the account was accruing.

Q. by same. State, if you know, whether your son Jackson Windle purchased a roan mare from Henry Hottle, during the time aforesaid, and whether you *was* the security of your son for the payment of the money, and to whom was it paid.

Answer. He (my son) did purchase a roan mare of Mr. Hottle during the time aforesaid. I was his security for the payment, the notes were made payable to Mr. Crawford, one for the ironing of a wagon *an* the other note payable in cash. We ironed a wagon that Mr. Hottle brought to the shop and took away; I have never received my note as yet, which was made payable in money, but consider that the unsettled account between myself and Mr. Hottle will pay said note.

Q. by same. Did you know a negro woman, Susan, and her sons Paul and Lewis? If so, in whose possession were they while you knew them?

Answer. I [have] seen a negro woman at times about Mr. Hottles, but do not know her name.

Question by plaintiff, Alexander Crawford. Did I not tell you I wanted to know what the expenses of each place cost me per year?

Answer. I have no recollection of any such conversation.

Question by same. Do you know who purchased and paid for the wood-work of the wagon referred to, or to whom it belonged?

Answer. I do not know.

And further saith not

WM. WINDLE.

Jackson Windle, of lawful age and duly sworn, deposeth and saith:

Q. by def'ts. Did you live in Augusta county? If so, when and where, and what occupation did you follow?

Answer. I did live in Augusta county, from November, 1837, till November, 1839, near the Little Calf Pasture river; I followed farming mostly whilst there.

Q. by same. Did you purchase a roan mare while in Augusta? If so, from whom, and to whom did you make payment.

Answer. I purchased a mare of Mr. Hottle, and paid the amount to Mr. Crawford.

Q. by same. What was the price of said mare, and how was the purchase money discharged?

Answer. The price was seventy-five dollars; one payment was to be made by the ironing of a wagon, and the other payment was to be made in cash, for which a note was executed at six or nine months.

Q. by same. Was the wagon ironed? If so, by whom was it brought to the shop, and by whom taken away?

Answer. It was ironed; as well as I can recollect, I think it was brought to the shop by Mr. Crawford, and taken away by him. I cannot recollect every thing, as it was some seven or eight years ago.

Q. by same. *Was* you engaged during the time you lived in the Pastures in farming?

Answer. I was.

Q. by same. How was the cash note for the mare paid?

Answer. The note was paid, but I do not recollect how.

And further this deponent saith not.

JACKSON WINDLE.

I have taken the depositions of William Windle and Jackson Windle, after having duly qualified them, at the time and place specified in the caption to said depositions, to be read as evidence in the cause and court stated in said caption.

JNO. D. ZIRCLE,
Justice of the peace for Shenandoah county.

In pursuance of the enclosed notice, I have proceeded on this 5th day of May, 1847, at the place therein appointed, to take the following depositions, which are intended to be offered as evidence on the trial of a suit in chancery, depending in the circuit superior court of law and chancery, for Augusta county, in which Alexander Crawford is plaintiff, and Benjamin T. Reed and others are defendants. Present, Jas. Crawford, agent for B. T. Reed, one of def'ts.

A. Venable, a witness of lawful age, introduced by the defendants, being first duly sworn, deposes and says:

Question by def'ts. Are you acquainted with the general character of James McClure, a witness examined in this cause in behalf of the plaintiff? If so, state how long you have known him, and what his general character for truth and veracity is.

Answer. I am acquainted with his general character; I have known him ten years or longer. The general character of Mr. McClure, I believe to be, that no one will put any confidence in him as a man of truth.

Question by same. From your knowledge of his general character would you believe him on oath?

Answer. I would not.

And further this deponent saith not.

A. B. VENABLE.

James J. A. Trotter, another witness of lawful age, introduced by the defendants, being first duly sworn, deposes and says:

Question by def'ts. Are you acquainted with the general character of James McClure (a witness for plaintiff in this cause?) How long have you known him, and what is his general character for veracity?

Answer. I have known him for a number of years; his general character for veracity is bad; I could not believe him on oath.

Question by same. Is his character otherwise good or bad; has he left this part of the country? And if so, state if you know the cause of his leaving.

Answer. He is a man of most wretched character; this is my own opinion, and I believe the opinion of the public. He has left this part of the country, and he left here for fear of being apprehended for passing counterfeit money and stealing.

And further this deponent saith not.

JAS. J. A. TROTTER.

John Crawford, another witness of lawful age, introduced by the defendants, being first duly sworn, deposes and says:

Question by def'ts. Were you acquainted with the price of slaves about July, 1835? If so, state [what] would be the value at that time of a negro woman aged about twenty-six years, of fine qualities, and her two sons, likely and promising, one aged four years, and the other eighteen months.

Answer. I was acquainted with the price of slaves at the time referred to; I did not deal in slaves myself, but I knew of a good many sales about that time; slaves were high at that time; from the description of the negroes, I think they would have commanded eleven hundred dollars, and I think that a low estimate.

And further this deponent saith not.

J. CRAWFORD.

Nicholas C. Kinney, another witness of lawful age, introduced by the defendants, being first duly sworn, deposes and says:

Question by def'ts. Were you acquainted with the price of negroes about July, 1835? If so, state what would have been the value of a negro woman of good health and qualities, aged about twenty-six years, and her two sons, likely and promising, one aged four years, and the other eighteen months.

Answer. In that year I purchased some negroes for my brother, Archy, who then resided in Mississippi, and from the description of the slaves stated in the above question, I think they would have sold for about twelve hundred dollars.

And further this deponent saith not.

NICHS. C. KINNEY.

I, R. Porterfield Kinney, a commissioner of the circuit superior court of law and chancery for Augusta county, for taking depositions, do hereby certify, that the foregoing depositions were taken, subscribed, and sworn to before me, at the time and place mentioned in the caption, and that they were not closed by me until sundown of the 5th of May, 1847.

R. PORTERFIELD KINNEY, *Comr.*

Q. by same. Was the wagon ironed? If so, by whom was it brought to the shop, and by whom taken away?

Answer. It was ironed; as well as I can recollect, I think it was brought to the shop by Mr. Crawford, and taken away by him. I cannot recollect every thing, as it was some seven or eight years ago.

Q. by same. *Was* you engaged during the time you lived in the Pastures in farming?

Answer. I was.

Q. by same. How was the cash note for the mare paid?

Answer. The note was paid, but I do not recollect how.

And further this deponent saith not.

JACKSON WINDLE.

I have taken the depositions of William Windle and Jackson Windle, after having duly qualified them, at the time and place specified in the caption to said depositions, to be read as evidence in the cause and court stated in said caption.

JNO. D. ZIRCLE,
Justice of the peace for Shenandoah county.

In pursuance of the enclosed notice, I have proceeded on this 5th day of May, 1847, at the place therein appointed, to take the following depositions, which are intended to be offered as evidence on the trial of a suit in chancery, depending in the circuit superior court of law and chancery, for Augusta county, in which Alexander Crawford is plaintiff, and Benjamin T. Reed and others are defendants. Present, Jas. Crawford, agent for B. T. Reed, one of def'ts.

A. Venable, a witness of lawful age, introduced by the defendants, being first duly sworn, deposes and says:

Question by def'ts. Are you acquainted with the general character of James McClure, a witness examined in this cause in behalf of the plaintiff? If so, state how long you have known him, and what his general character for truth and veracity is.

Answer. I am acquainted with his general character; I have known him ten years or longer. The general character of Mr. McClure, I believe to be, that no one will put any confidence in him as a man of truth.

Question by same. From your knowledge of his general character would you believe him on oath?

Answer. I would not.

And further this deponent saith not.

A. B. VENABLE.

James J. A. Trotter, another witness of lawful age, introduced by the defendants, being first duly sworn, deposes and says:

Question by def'ts. Are you acquainted with the general character of James McClure (a witness for plaintiff in this cause?) How long have you known him, and what is his general character for veracity?

Answer. I have known him for a number of years; his general character for veracity is bad; I could not believe him on oath.

Question by same. Is his character otherwise good or bad; has he left this part of the country? And if so, state if you know the cause of his leaving.

Answer. He is a man of most wretched character; this is my own opinion, and I believe the opinion of the public. He has left this part of the country, and he left here for fear of being apprehended for passing counterfeit money and stealing.

And further this deponent saith not.

JAS. J. A. TROTTER.

John Crawford, another witness of lawful age, introduced by the defendants, being first duly sworn, deposes and says:

Question by def'ts. Were you acquainted with the price of slaves about July, 1835? If so, state [what] would be the value at that time of a negro woman aged about twenty-six years, of fine qualities, and her two sons, likely and promising, one aged four years, and the other eighteen months.

Answer. I was acquainted with the price of slaves at the time referred to; I did not deal in slaves myself, but I knew of a good many sales about that time; slaves were high at that time; from the description of the negroes, I think they would have commanded eleven hundred dollars, and I think that a low estimate.

And further this deponent saith not.

J. CRAWFORD.

Nicholas C. Kinney, another witness of lawful age, introduced by the defendants, being first duly sworn, deposes and says:

Question by def'ts. Were you acquainted with the price of negroes about July, 1835? If so, state what would have been the value of a negro woman of good health and qualities, aged about twenty-six years, and her two sons, likely and promising, one aged four years, and the other eighteen months.

Answer. In that year I purchased some negroes for my brother, Archy, who then resided in Mississippi, and from the description of the slaves stated in the above question, I think they would have sold for about twelve hundred dollars.

And further this deponent saith not.

NICHS. C. KINNEY.

I, R. Porterfield Kinney, a commissioner of the circuit superior court of law and chancery for Augusta county, for taking depositions, do hereby certify, that the foregoing depositions were taken, subscribed, and sworn to before me, at the time and place mentioned in the caption, and that they were not closed by me until sundown of the 5th of May, 1847.

R. PORTERFIELD KINNEY, *Comr.*

Q. by same. Was the wagon ironed? If so, by whom was it brought to the shop, and by whom taken away?

Answer. It was ironed; as well as I can recollect, I think it was brought to the shop by Mr. Crawford, and taken away by him. I cannot recollect every thing, as it was some seven or eight years ago.

Q. by same. *Was* you engaged during the time you lived in the Pastures in farming?

Answer. I was.

Q. by same. How was the cash note for the mare paid?

Answer. The note was paid, but I do not recollect how.

And further this deponent saith not.

JACKSON WINDLE.

I have taken the depositions of William Windle and Jackson Windle, after having duly qualified them, at the time and place specified in the caption to said depositions, to be read as evidence in the cause and court stated in said caption.

JNO. D. ZIRCLE,
Justice of the peace for Shenandoah county.

In pursuance of the enclosed notice, I have proceeded on this 5th day of May, 1847, at the place therein appointed, to take the following depositions, which are intended to be offered as evidence on the trial of a suit in chancery, depending in the circuit superior court of law and chancery, for Augusta county, in which Alexander Crawford is plaintiff, and Benjamin T. Reed and others are defendants. Present, Jas. Crawford, agent for B. T. Reed, one of def'ts.

A. Venable, a witness of lawful age, introduced by the defendants, being first duly sworn, deposes and says:

Question by def'ts. Are you acquainted with the general character of James McClure, a witness examined in this cause in behalf of the plaintiff? If so, state how long you have known him, and what his general character for truth and veracity is.

Answer. I am acquainted with his general character; I have known him ten years or longer. The general character of Mr. McClure, I believe to be, that no one will put any confidence in him as a man of truth.

Question by same. From your knowledge of his general character would you believe him on oath?

Answer. I would not.

And further this deponent saith not.

A. B. VENABLE.

James J. A. Trotter, another witness of lawful age, introduced by the defendants, being first duly sworn, deposes and says:

Question by def'ts. Are you acquainted with the general character of James McClure (a witness for plaintiff in this cause?) How long have you known him, and what is his general character for veracity?

Answer. I have known him for a number of years; his general character for veracity is bad; I could not believe him on oath.

Question by same. Is his character otherwise good or bad; has he left this part of the country? And if so, state if you know the cause of his leaving.

Answer. He is a man of most wretched character; this is my own opinion, and I believe the opinion of the public. He has left this part of the country, and he left here for fear of being apprehended for passing counterfeit money and stealing.

And further this deponent saith not.

JAS. J. A. TROTTER.

John Crawford, another witness of lawful age, introduced by the defendants, being first duly sworn, deposes and says:

Question by def'ts. Were you acquainted with the price of slaves about July, 1835? If so, state [what] would be the value at that time of a negro woman aged about twenty-six years, of fine qualities, and her two sons, likely and promising, one aged four years, and the other eighteen months.

Answer. I was acquainted with the price of slaves at the time referred to; I did not deal in slaves myself, but I knew of a good many sales about that time; slaves were high at that time; from the description of the negroes, I think they would have commanded eleven hundred dollars, and I think that a low estimate.

And further this deponent saith not.

J. CRAWFORD.

Nicholas C. Kinney, another witness of lawful age, introduced by the defendants, being first duly sworn, deposes and says:

Question by def'ts. Were you acquainted with the price of negroes about July, 1835? If so, state what would have been the value of a negro woman of good health and qualities, aged about twenty-six years, and her two sons, likely and promising, one aged four years, and the other eighteen months.

Answer. In that year I purchased some negroes for my brother, Archy, who then resided in Mississippi, and from the description of the slaves stated in the above question, I think they would have sold for about twelve hundred dollars.

And further this deponent saith not.

NICHS. C. KINNEY.

I, R. Porterfield Kinney, a commissioner of the circuit superior court of law and chancery for Augusta county, for taking depositions, do hereby certify, that the foregoing depositions were taken, subscribed, and sworn to before me, at the time and place mentioned in the caption, and that they were not closed by me until sundown of the 5th of May, 1847.

R. PORTERFIELD KINNEY, *Comr.*

The bill of sale from Henry Hottle to Alexander Crawford is in the words and figures following:

Know all men by these presents, that (the part here wanting has been destroyed by the fire spoken of) for and in consideration of the sum of five hundred dollars to me in hand paid by Alexander Crawford, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do bargain and sell, unto him, the following slaves, to wit, a negro woman named Susan, and her two children, a boy named Paul, about four years old; and another named Lewis, about eighteen months old; and that I do hereby covenant and agree with said Crawford to warrant and defend the title to said slaves to him, his heirs, executors, and administrators.

Witness my hand and seal this sixth day of July, 1835.

HENRY HOTTEL. [SEAL.]

The following are the depositions read in the behalf of the defendant under the same circumstances and understanding as is mentioned at beginning of plaintiff's depositions:

I, John B. Watts, commissioner for taking depositions, have proceeded, on this 17th day of October, 1844, at my office in the town of Staunton, by consent of parties, to take the depositions of James Lessly and others, which, when completed, will be offered and read as evidence in a cause now depending and undetermined in the circuit superior court of law and chancery for Augusta county, wherein Alexander Crawford is plaintiff, and John C. Sowers, executor and al., are defendants. The said James Lessly, a witness introduced by the plaintiff, of lawful age, and duly sworn, deposes as follows:

Question by Hugh W. Sheffey, esq., counsel for the plaintiff. Whom did you marry?

Answer. I married a daughter of the late Alexander Crawford, senior, deceased, a sister to the plaintiff.

Question by same. When did Alexander Crawford, senior, die?

Answer. He died in April, 1830.

Question by same. State whether Alexander Crawford, senior, left a large estate, and who was his executor.

Answer. The amount of the personal estate was about $5,000, probably something under. The only executor that qualified was Alexander Crawford, jr.

Question by same. State what were the plaintiff's, Alexander Crawford, circumstances from the death of his father until October, 1835; what property he received of his father's estate; what money and bonds he had the command of; what business he followed, and whether it was profitable; of whose property and slaves he had the use during that time; what was his credit, and whether he could readily have borrowed money if he had desired to do so.

Answer. So far as I could judge from my knowledge of his circumstances they were good. He received, as a special legacy, two men and a boy, and perhaps two horses and a colt; and out of the first cattle that

might be sold he was to receive as much money as would be necessary to purchase a tract of land that belonged to one Smith. The land of Smith was valued at $300, and Alexander Crawford retained that amount of money in place of buying the land. He had, however, one or two horses of his own before his father's death. He had the command of money and bonds that were on hand at the time of the old man's death, amounting together to the sum of a fraction under $1200. The cattle on hand were appraised at $909, which he sold, except such as were killed and used by the family. His business was that of a farmer and raising stock. I would say that the farming and stock raising business was profitable at that time. He had the use of all the property embraced in the appraisement up to 1837. His credit was good, and he could have borrowed money. But I would suppose that he did not want to borrow, because he had money loaned out at that time. The two men and boy referred to were named Harvey, Kinney, and Harry; Harry was appraised low on account of an affection of his eyes at the time, from which he afterwards recovered.

Question by same. What real estate did the plaintiff receive from his father?

Answer. He got the place on which the old man died; half of it enured to him as his own at the death of the old man, and the balance at the death of his mother. He had the entire use of the whole place, except as to a few cattle which the old lady kept on it. He got the Eastham land also.

Question by same. Was the Home place a good grazing farm or not?

Answer. I believe it was considered one of the best in the county; the old man had upon it and the Eastham place together about 70 head of cattle, at the time of his death.

Question by same. Do you recollect whether the cattle which the plaintiff sold were sold at an advance on the appraisement prices or not?

Answer. They were.

Question by same. State whether the plaintiff sold cattle every year or not during the period above referred to.

Answer. I believe he did, but I cannot say positively. His business was that of grazing, and for several years he drove stock down the valley.

Question by same. How long have you known Henry Hottle; what have been his circumstances since you have known him; what sort of business was he engaged in before October, 1835, and was it profitable?

Answer. I have known him ever since the year 1818, when he first moved into the neighborhood. I believe his circumstances were pretty good. But shortly after he came there, he commenced speculating, and has been going down ever since. In 1819 he carried on the business of milling, and afterwards that of stilling and wagoning; so his business was that of milling, distilling, and wagoning.

Question by same. State whether Hottle bought on credit, and how he raised the means to pay off old debts.

Answer. I do not recollect that I was ever present at any of his purchases.

Question by same. Do you know whether he was pressed for money?

Answer. I know from report of his being pressed for money. I know of his borrowing money.

Question by same. What is Henry Hottle's habit of conversation, in regard to large talk and boasting?

Answer. He is very full of talk and fond of boasting.

Question by same. Do you know of Henry Hottle's borrowing $1300 of James Bell, for which he gave a deed of trust? If so, state whether before that he had made any effort to sell his Mill property, and to whom.

Answer. I knew he got the money, though I did not see him receive it. Some short time before he got the money, I saw Mr. Jno. Shuey at Hottle's, who was about buying Mr. Hottle's mill property. Shuey was to give $5,000 for the property if they closed their contract, of which $1,000 was to be paid in hand. Hottle objected to the hand payment as being too little to answer his purpose, and the contract was not gone into. Hottle then got the money of Mr. Bell. I believe the price was $5,000, and the hand payment $1,000, but I am not certain.

Question by same. State whom the plaintiff married, and when.

Answer. He married a daughter, the only child, of Henry Hottle. He was married in August, 1830.

Question by same. State any circumstances you may know connected with the purchase by the plaintiff of the Mill property of Hottle, and whether any of the funds of the estate of Alexander Crawford, senior, deceased, were used, and with whose consent.

Answer. I know nothing of my own knowledge about the purchase itself. But I know that old Mrs. Crawford was opposed to Alexander Crawford having anything to do with it. Mr. James Bell, who married a daughter of old Mrs. Crawford, and myself, went to old Mrs. Crawford, and through our persuasion she did finally consent that he might use some of the estate's funds. But whether he used them or not I can't say. This interview took place at my house.

Question by same. Was this before Crawford's purchase of Hottle?

Answer. It was before Crawford purchased. It was whilst Bell held the trust upon the property.

Question by same. At the time you refer to, did Hottle owe James Bell any thing besides the trust? If so, who paid it?

Answer. I know that he owed Bell other money, but the amount I cannot say. I think it was from $150 to $200. I was at Crawford's with Bell some time afterwards, and saw Crawford pay him money, but whether it was that money or not I cannot say.

Question by same. Do you know of any sale or sales of slaves made in the year 1833, 1834, or 1835? If so, state at what price.

Answer. William Crawford bought a family of negroes, a woman and two children, of Jane Trimble, about that time; but the precise year I cannot say. But I do not know of my own knowledge the price he paid for them.

Question by same. In the sale of slaves, state whether or no a difference in price is made when they are sold in the neighborhood and to a good home, and when they are sold to negro traders. If so, state in which case the greater price is asked and paid.

Answer. I have always understood that more was asked of traders.

Question by same. State from your knowledge of Henry Hottle's character, whether or no he was changeable about his plans, or fickle in regard to his bargains?

Answer. I believe he was.

Question by defendants. Have you any personal knowledge of the transactions between the plaintiff and Henry Hottle, before the sale of the Mill property by the latter to the former?

Answer. I know that Hottle got a horse of Crawford, no great while after Crawford's marriage, before the sale of the Mill property to Crawford. I believe they had a horse trade before also.

Question by same. In the estimate of the personal estate of Alexander Crawford, deceased, at $5,000, was not all the personal property, including slaves, bonds, money, and every other species of property, except the lands, embraced?

Answer. Yes, sir, except something under $200, which was not inventoried, and collected afterwards.

Question by same. Under the will of Alexander Crawford, how many heirs were there, and how was the estate to be distributed?

Answer. He left six children, but only five of them were distributees, the sixth one having received his advances in the old man's lifetime; the money and bonds on hand at the old woman's death was to be distributed among the daughters; the old lady drawing the interest during her life. The slaves, twelve in number, after taking out the three specially devised to Alexander Crawford, were to remain with the old lady and Alexander during the former's life, and then at her death to be divided among the five distributees. The stock of which I have spoken was left to Alexander and the old lady, after taking out the $300 before spoken of; and at the death of the old lady, whatever might be on hand, was to be divided among the distributees also. And in like manner the household and kitchen furniture, horses, and farming utensils, except that these were to be distributed among the daughters only.

Question by same. Did the plaintiff, the executor of the late Alexander Crawford, previous to 1835, dispose of any of the lands devised or the slaves specifically bequeathed to him, or did he dispose of any of those slaves subject to distribution?

Answer. I cannot say whether it was before or after 1835 that Mr. Crawford sold to Wendell, but I think it was afterwards. I know of no other lands which he sold. I know of his selling one of the slaves (Harvey) that were bequeathed to him, but I do not recollect whether this was before or since (I think it was since) 1835.

Question by same. Do you know of any bonds belonging to said estate that were collected by said executor previous to 1835? If so, to what amount; and also state whether you know of any debts due from said estate that were paid by the executor, and to what amount.

Answer. I believe the most of the bonds of the estate were collected before that time. I cannot say how much or what part was uncollected. As to the debts of the estate, I believe there were none of any consequence, except the doctor's bill. All his debts together, except the doctor's bill, did not amount, I am sure, to $100, if so much as $50. The doctor's bill was $125. He paid a legacy of $300 to Mrs. Bell.

Question by same. Did the executor loan out some money which he alleged belonged to the estate, and which was lost? If so, state when and to what amount.

Answer. There was some money, I think $120, in Mr. Cowan's hands, belonging to the estate, either lost or not yet collected; I think I heard Mr. Clarke say there would be a small dividend upon it.

Question by same. By whom was the money placed in the hands of Mr. Cowan?

Answer. I cannot say whether it was placed in the hands of Mr. Cowan by the executor or by his mother; the executor always alleged that it was money that belonged to the estate.

Question by same. What sum of money do you know the plaintiff had loaned out before 1835, to whom loaned, and to what amount?

Answer. As to the time I cannot say; I did not see him loan it, but I have every reason to believe he loaned Ephraim Woodward $70, I think, for Woodward told me so himself.

Question by same. To whom were the large cattle sold after the death of Alexander Crawford, for what amount, and whether the purchase money was collected or lost?

Answer. I was not present when the cattle were sold, but I have every reason to believe that Robert Steele purchased them; I understood that they sold for $2 per head more than they were appraised to; I do not believe the money was lost; I do not know when the money was paid; I suppose it was paid before 1835.

Question by same. Has not the executor, Alexander Crawford, alleged contended that the debt created against Robert Steele by the sale of the large cattle was lost in whole or part?

Answer. He never did; but he contended that some $60 or $70 were lost on a note that was due from Robert and Thomas Steele's before the old man's death, by Thos. Steele's pleading that the note was executed after the partnership had been dissolved.

Question by same. How many bonds did Alexander Crawford, the testator, hold against Robert Steele, or Robert Steele & Co., or both, at his death, and inventoried by the executor; what the amount; their dates; and if paid, when?

Answer. I cannot say how many bonds there were against the Steeles, but I think there were two; one of which, I think, fell due after the old man's death; I suppose the inventory will shew their dates; I have always understood from the executor that they were paid, except the $60 or $70 above alluded to; but at what time I do not know.

Question by same. Do you know any thing of a note executed by Steele and Davis, to the executor of A. Crawford, for upwards of two hundred and fifty dollars, upon which suit was brought and judgment recovered? If so, state whether the money was ever paid or not.

Answer. I never knew of any note from Steele and Davis to Alexander Crawford, except a note which was executed to him as executor, but which was his own debt; I believe he never claimed it of the estate.

Question by same. Has the executor ever settled his administration accounts of Alexander Crawford, deceased?

Answer. I believe not.

Question by same. You have stated that the plaintiff was a cattle grazier; do you know how many he sold annually, and whether they yielded him a profit or loss?

Answer. I cannot say what number he sold, but I think he got a very good profit up to 1840, or until cattle fell.

Question by same. Do you know the amount of Henry Hottle's indebtedness in 1835?

Answer. I do not.

Question by same. Can you form an estimate of his, Hottle's, means and property in 1835? If so, state what that estimate is.

Answer. I have never turned the subject in my mind to make an estimate of his means and property, and am not able to make an estimate.

Question by same. Did the plaintiff make any addition to his property before his purchase of Henry Hottle in 1835? If so, state what.

Answer. He purchased an interest in what is called the Dunlap place, I think, before 1835; I know he purchased an interest since that time in the same place.

Question by same. What was the probable amount of the purchase money for the interest in the Dunlap place acquired before 1835?

Answer. I do not know the estimated value of the interest, nor do I know that it was acquired before 1835.

Question by same. If Hottle had stated that he had funds or property in the hands of Alex'r Crawford, secured against his (Hottle's) creditors, would you have considered it a mere boast, or as boasting?

Answer. I would have considered it a mere boast.

Question by same. In what year was it that a negotiation was talked of between Hottles and Shirey for the Mill property of which you have already spoken?

Answer. It was the same year that Hottle got the money from Bell, and a short time before, but I do not recollect what year that was; reference to the deed of trust from Hottle to James Bell will shew the year.

No further questions being asked, further this deponent saith not.

(Signed) JAMES LESSLEY.

William A. Height, another witness introduced by the plaintiff, of lawful age, and duly sworn, deposes and says:

Have you done work on the Springs place on which Mr. Hottle resides; if so, who employed you and paid, and who owns said property, and how is it managed?

(Not having time to go through with these depositions on to-day, adjourned to meet at 9 o'clock.)

J. B. WATTS.

9 o'clock, Friday, 18th October, 1844; met pursuant to adjournment.

J. B. WATTS.

The said William A. Height being again called, appeared and answered. (The witness having heretofore given a deposition in this cause, to which, along with others, the defendants have filed exceptions, requested the reading of that deposition for the purpose of refreshing his recollection as to the facts therein deposed to, which deposition was accordingly read to him by the commissioner. The reading of which deposition, for the purposes stated in the caption, was objected to by the defendants as illegal and inadmissible.)

Answer. I have done work on the Springs place; I done carpenter's work on the barn; Mr. Hottle employed me as agent for Alexander Crawford; Mr. Hottles paid me in part, and Mr. Crawford the balance; Mr. Crawford owns the Springs property; it is managed by Mr. Hottle the greater part of the time, and Mr. Crawford the balance; Mr. Crawford is there in the Springs season, at busy times, and son, attending to the business.

Question by same. Who furnishes necessaries for the Springs place?

Answer. I have seen Mr. Crawford sending bedding, sugar and coffee, and so on, down there.

Question by same. In what capacity has Mr. Hottle managed the Springs place since you have known him living there?

Answer. He acted for Mr. Crawford.

Question by same. How long has it been since you did the work referred to on the Springs place?

Answer. About three years ago.

Question by same. Do you know the slave Susan and her children; if so, where have you seen here, and how was she employed?

Answer. I know Susan and her children, and have seen them at both places, Mr. Crawford's and Mr. Hottle's; I have seen her washing, spinning, and weaving.

Question by same. State whether you have seen her and her children at work at Mr. Crawford's?

Answer. I have seen them at work there.

Question by same. How many slaves has Mr. Crawford, and where have you seen them employed at work?

Answer. I suppose he has about twenty, and I have seen them at work at both places.

Question by same. Can you name some of those you *seen* at work

on the Springs place? If so, state in what sort of work they were employed.

Answer. I have seen Jim, Harry, Joe, Charlotte, and Sarah hoeing corn, ploughing, getting wood, milking, washing, spinning, and so on.

Question by same. How many children has Mrs. Crawford, and where have they been in the habit of staying?

Answer. I believe he has seven now; he had but six when I gave my other deposition; a greater part of the children have been in the habit of staying at Mr. Hottle's ever since I have known the family.

Question by same. What opportunities have you had of knowing the family of Mr. Hottle, and how long have you known it?

Answer. I have worked a good deal at both houses ever since 1839; I think I lived on the Springs place about fifteen months.

Question by same. Has there been a school at the Springs place; if so, have Mr. Crawford's children attended it?

Answer. There has been several schools there, and I think four of Mr. Crawford's children have attended them.

Question by defendants. Were you present when Alexander Crawford, the plaintiff, made Henry Hottle his agent?

Answer. I was not; but I have understood from both parties that Hottles was agent; and I have done business with both of them in that way.

Question by same. Did you hear in the presence of both parties, Crawford and Hottle, what compensation the latter was to have for his services? If so, state what.

Answer. I never did.

Question by same. How long has it been since you saw Crawford's negroes working on the Springs place?

Answer. Some of them I saw at work there on yesterday; and some of them ever since 1839, when I first knew the place.

Question by same. When did you first see Joe at work on the Springs place?

Answer. He was purchased, I believe, of Mr. Pitman in 1842, and he has been at work on the place ever since.

Question by same. Did the slaves, Susan and children, stay a great part of their time at the Home place, to wit, Alex'r Crawford's?

Answer. They staid a good part there, and the balance at Hottle's; I cannot say at which place they staid the more.

Question by same. Have you not often seen Charlotte and Sarah at work on the Springs place?

Answer. I have.

Question by same. How often have you seen them there in the course of a year?

Answer. Charlotte, an old woman, I have seen there something like a year at one time. I think Sarah was there about six months at one time, and at several other times of less space. She was a bad girl, and Mrs. Hottle was not well able to manage her.

Question by same. Where did you reside at this time?

Answer. I reside in this county about three miles from Alexander Crawford's.

Question by same. On whose land do you reside?

Answer. On my own land.

Question by same. Have you a deed to your land, and of whom did you purchase it?

Answer. I have no deed. I purchased of Edward McLaughlin, of Rockbridge.

Question by same. Have you at any time resided on Crawford's land; if so, how long?

Answer. I have; about fifteen months, as I stated before.

Question by same. How long since you removed from plaintiff's land?

Answer. In March, 1841, as well as [I] now recollect.

Question by same. Who taught the schools of which you have spoken?

Answer. Miss Jane Kenneday taught the first; Miss Mary Rolls the second, I think; James Lenevo, I think, the third; and a Mr. Farron the fourth.

Question by plaintiff's counsel. When employed by Mr. Hottle, or when dealing with him, whom did you consider responsible for his contracts, and why?

Answer. Alexander Crawford, I considered bound for his (Hottle's) contracts, because Crawford and Hottle both told me that Hottle was acting for Crawford.

No further questions being asked, further this deponent saith not.

2 days. WILLIAM his X mark A. HIGHT.

David G. Russell, another witness introduced by the plaintiff, of lawful age, and duly sworn, deposes as follows:

The witness having given a deposition in this cause heretofore, requested the commissioner to read it, which was done accordingly.

The reading of which was objected to by the defendants, for the reason given in the caption to Hight's depositions herein.

Question by same. Have you worked for the plaintiff, Alexander Crawford? If so, when and where?

Answer. I have worked for the plaintiff. I have worked on the Springs place. I sprouted a field of about forty acres on that place. I done this work in the year 1840 or 1841. I do not recollect exactly the time.

Question by same. Did you do any other work on the Springs place? If so, state what.

Answer. I have mowed and helped to put up the hay with Mr. Crawford's hands?

Question by same. Did you work at the Home place?

Answer. I worked there off and on for three or four years.

Question by same. During that time did you work any at the Springs place?

Answer. No, sir, except one year we went down and mowed there.

Question by same. To whom does the Springs place belong; who managed it; whose hands worked it, and who supplied it with furniture, provisions, grain, groceries, &c?

Answer. The place belongs to Alexander Crawford. Hottle and Crawford managed it between them. In the time of the Springs season Mr. Crawford was always there. Mr. Crawford's hands worked it. I have seen bedding, sugar, coffee, &c., taken from Mr. Crawford's to the Springs place.

Question by same. Who received the proceeds of the Springs?

Answer. Mr. Crawford.

Question by same. Who paid you for the sprouting and other work done on the Springs' place?

Answer. Mr. Crawford. I settled with him for the sprouting; I have mowed with his hands on the Springs place, and he settled with me for it also.

Question by same. How long has it been since you first went to work for Crawford?

Answer. In 1836 or 1837.

Question by same. How did Crawford's hands work on the two places?

Answer. Sometimes on one place and sometimes on the other.

Question by same. Did you know Susan and her children? If so, state where and how they were employed at work.

Answer. I knew Susan and her children, and I have seen them at both places; the boys were generally at the Springs place, but I have seen them at the Home place at work; Susan I have seen at the Home place frequently, at work.

Question by same. Where did Crawford's children stay?

Answer. They staid a part of their time at the Springs place.

Question by same. Was it the smaller or greater part of their time, and what were they doing there?

Answer. Some of them were there the greater part of their time, going to school.

Question by same. You have said that the Springs place was managed by Hottle and Crawford between them. Did Hottle manage it for himself, or how?

Answer. I have always understood from both parties that Hottle was acting for Crawford.

Question by defendants. How many seasons did you mow at the Springs place?

Answer. I mowed one season there with all Crawford's hands.

Question by same. In what year was that?

Answer. I do not remember the year.

Question by same. Was it after or before you went to Harrison county?

Answer. It was before.

Question by same. Have you seen Susan since June, 1842, at the Springs place at work?

Answer. I have seen her there this summer, and I saw her there last fall also.

Question by same. How long did she remain there at a time?

Answer. I do not recollect. She was there this summer when the children were sick, washing, and so on. She was there not more than two or three weeks at a time.

Question by same. Have you seen her there as frequently within the last two years as she was within any two years before that time?

Answer. I think she has been pretty much the same.

Question by same. Has any other negro woman been there at the Springs place for some time past? If so, what is her name?

Answer. Charlotte has been there for a year or more past. When the spring season commenced, Matilda went down there also.

Question by same. Have you ever known Charlotte to remain there as long before that time?

Answer. I cannot say, for I have been out in Harrison county; he bought her some time before I went away; I do not recollect particularly as to the time.

Question by same. Name the three or four years you worked off and on at the Home place?

Answer. I do not recollect, but I think it was in 1836 or 1837 I moved up to that end of the river. I worked there from time, off and on, until I moved away.

Question by same. State the names of the negroes that moved with you, and helped to put up the hay at the *the* Springs place?

Answer. Harvey, Kenney, and Harry mowed, and Jim helped to put up the hay. There was a free fellow, by the name of Burns, who helped in mowing.

Question by same. When did you move to Harrison?

Answer. It was either 1840 or 1841; I think it was '41.

Question by same. What induced you to remove to Harrison?

Answer. Because I thought the family could do better out there than here.

Question by same. When did you return to Augusta?

Answer. Last April a year ago.

Question by same. Where were you employed after you returned?

Answer. I have worked a part of the time for Mr. Crawford.

Question by same. Where were you working at the time you were summoned to appear at the federal court in May last?

Answer. I was working at that time with Jacob Bumgardner.

Question by same. How far is it from Jacob Bumgardner's to Alexander Crawford's?

Answer. Nine or ten miles, I reckon.

Question by same. How long had you been at Bumgardner's before the court in May last; and where did you work just before going to Bumgardner's?

Answer. Something like two weeks, I believe; I do not now recollect where I worked just before going to Bumgardner's; I have worked at so many places.

Question by same. Were you not at work for the plaintiff (Crawford) or Hottle just before going to Bumgardner's?

Answer. I do not recollect; but think I was at work at Kunkle's. I think I was at work at Kunkle's when Bumgardner came over for me.

Question by same. How long do you think it was before you went to Bumgardner's that you worked for Crawford?

Answer. I do not recollect how long.

Question by same. From the time you went to Bumgardner's until you quit work there, did you return to the Pastures?

Answer. No, sir; not until I finished there.

Question by same. Did you work at any other place besides Bumgardner's, or anywhere on this side of the mountain, before the May court?

Answer. No, sir.

Question by same. Are you certain that you did not return to the Pastures whilst you were at work at Bumgardner's at the time above referred to?

Answer. Yes, sir, I intended to come home on Sunday, but I could not catch my horse, and I staid until I finished.

Question by same. Did you remain on Bumgardner's place from the time you went there until you quit there finally.

Answer. I was not off the place.

Question by same. Were you living with the plaintiff (Crawford) when Hottle moved to the Pastures?

Answer. No, sir.

Question by same. How long did you remain in Harrison county?

Answer. About seventeen months.

Question by same. What induced you to return back to Augusta?

Answer. When I left this county I did not calculate on staying more than a year.

Question by same. Do you intend going back to Harrison?

Answer. I intend going back to see them; but I do not know whether I will stay or not, or when I will go.

Question by same. Did the plaintiff (Crawford) or Henry Hottle ever ask you what they could prove by you in this cause?

Answer. They never did.

Question by same. Did neither of them ever ask you what you knew about it?

Answer. No, sir.

Question by same. Did Crawford and Hottle, or either of them, have any conversation with you about what you could prove, or what you knew about the matter in controversy between the parties in this cause, or in the bankrupt case, before you were summoned?

Answer. No, sir.

No further questions being asked, further this deponent saith not.
2 days. DAVID G. RUSSELL.

John Lockridge, another witness introduced by the plaintiff, of lawful age and duly sworn, deposes as follows:

Were you called on to go security in delivery bonds with Henry Hottle; if so, who made application to you, and relate all that transpired?

Answer. Mr. Hottle wanted me to go Crawford's security in the delivery bonds for the negroes that were levied on; Mr. Kunkle, Mr. Armstrong, and myself, after consulting together, went to Mr. Hottle's to join in the delivery bonds. We signed two of the bonds, and were about signing the other bond, when Mrs. Crawford sent word to Mr. Hottle not to sign the delivery bonds, for the negroes were not his, or something to that amount; we did not sign any but the two bonds.

Question by same. State what Mr. McCue, the sheriff, said about the effect of giving the delivery bonds on the plaintiff's right to the negroes?

Answer. Mr. McCue told us that the giving of the delivery bonds would not affect Mr. Crawford's right to the negroes.

Question by same. Where were the bonds executed, and where were the negroes at the time?

Answer. The bonds were executed at Mr. Hottle's; I do not know where the negroes were; I did not see them.

Question by same. Did you see Mr. McCue, the deputy sheriff, levy on the negroes?

Answer. I did not.

Question by same. Do you recollect any remark that Mr. McCue made when the securities refused to sign the third bond?

Answer. I do not recollect any remark he made; I recollect that he seemed to be a good deal out of humor when Mrs. Crawford sent the word about the negroes.

Question by same. How far do you live from Mr. Hottle's; how has the Springs place been managed, and by whom; and who has supplied and received the profits?

Answer. I live, I think, about three miles from Mr. Hottle's. I think the Springs place has been managed pretty much by the direction of Mr. Crawford. Mr. Crawford has applied to me for oats for the Springs place; and I believe the supplies were obtained with Mr. Crawford's means. I never saw any distribution of the proceeds, and cannot say of my own knowledge who got them.

Question by defendants. The defendant, Jefferson Kinney, holding a deposition of the witness in his hands, which was read in the bankrupt case of Henry Hottle, before and about the time the cross examination was commenced, the witness desired it to be read, which was read by me accordingly; the plaintiff's counsel not objecting, but admitting it to be legal and proper.

JOHN B. WATTS, *Comm'r.*

Who was it that brought the message to Mr. Hottle not to give the delivery bonds?

Answer. It was Noah Dove.

Question by same. In going from Hottle's to the residence of either of the securities in the delivery bonds, would Hottle have passed by Crawford's house, or in a different direction?

Answer. He would pass in a contrary direction from Crawford's, to get to any of us.

Question by same. Did Henry Hottle offer you a loan of money? If so, state when and how much.

Answer. He told me that his wife had some money in her hands that I could get the loan of; I do not recollect the precise time he told me this, but it was some years ago. He said I could get four or five hundred dollars.

Question by same. Was it before Henry Hottle filed his petition in bankruptcy; if so, how long?

Answer. I know that it was before, but I do not recollect how long.

Question by same. Did you hear from Hottle or McCutchen, of McCutchen's borrowing money from Hottle or his wife; if so, was it before or after that, that Hottle told you that you could get the money?

Answer. I never heard from Hottle, or his wife, or McCutchen, of McCutchen's borrowing money that I now recollect.

Question by same. Do you know of John Churchman, sheriff, being out in the Pastures, with an execution against McCutchen, as security for Irvine & Montgomery; if so, was it before or after that time Hottle spoke of the loan of money?

Answer. I know nothing of the transaction alluded to of my own personal knowledge.

Question by same. How long was it after Hottle removed to the Pastures that this tender of a loan was made?

Answer. I do not recollect the time at which Hottles removed to the Pastures, nor do I recollect the time the tender was made.

Question by same. Did you decline the loan?

Answer. Yes, sir.

Question by same. Have you had a good many dealings with Hottle?

Answer. I have had dealings with Hottles, such as selling him grain, say oats and corn.

Question by same. Did you always get your pay from Hottle?

Answer. Hottle paid me for all except the 50 bushels of corn, which Crawford settled for in the price of a wagon I bought of him.

Question by same. On what place was that wagon used before you got possession of it?

Answer. It was generally used at the Springs place, but when I made the purchase Crawford had his team hitched to and was using it.

Question by same. Where was Henry Hottle when you purchased the wagon?

Answer. It was at the time he went to Ohio.

The plaintiff, by his counsel, excepts to so much of this deposition

elicited by the cross examination of the defendants, as refers to the declarations of Henry Hottle, the same not being evidence in this cause.

Question by counsel for plaintiff. Was Mr. Crawford at home when the levy was made by the sheriff on the negroes?

Answer. He was not at home.

Question by same. You have said that Hottle settled with you for grain, &c.; do you recollect of his having settled with you for some grain with a bond executed to the plaintiffs by Elijah Hogshead?

Answer. Hottle gave me at one time a bond of $20, executed to Crawford by Elijah Hogshead for 40 bushels of corn. This was some two or three years ago, but I do not recollect the time; it was, I believe, before Hottle's application in bankruptcy.

Question by same. In your dealings with Hottle, whom did you consider responsible to you?

Answer. I considered that if Hottle did not pay me, Crawford would. I considered Crawford bound to pay me.

Question by defendants. How many trips has Hottles made to Ohio since he removed to the Pastures?

Answer. I think he has made two trips.

Question by same. On his return from Ohio each time, what property did he bring along with him?

Answer. As to my own knowledge, I did not see any property which he brought along with him, nor did I see him when he arrived at home; I saw two horses that he said he brought from Ohio.

The plaintiff, by his counsel, excepts to so much of the last answer of the witness as states what Hottle told him, that not being evidence in this cause.

Question by plaintiff's counsel. Will you be so good as to state whether, in your deposition in the bankrupt case of Henry Hottle, read to you, *to* you deposed to what you have said in your present deposition about Hottle's saying there was money in Mrs. Hottle's hands of which you could get the loan, and about the wagon sold to you by Crawford?

Answer. I spoke of the loan of money in that deposition, but I do not recollect that I did of the wagon.

Question by defendants. The testimony which you have stated in this deposition, is it upon your recollection as refreshed by the reading of the deposition given in the bankrupt case, or is it because of the facts stated in that deposition?

Answer. It is because the facts are stated in that deposition.

Question by same. If you had been questioned about the fact of Hottle's having spoken to you about the loan of money without having had that deposition read to you, would you have recollected it?

Answer. Yes, sir, I would.

Question by plaintiff's counsel. Did you not request that that deposition should be read to you to refresh your recollection of the facts therein contained?

Answer. I did.

No further questions being asked, further this deponent saith not.
JOHN LOCKRIDGE.

1 day for C., and 1 day for K.

Archibald Armstrong, another witness introduced by the plaintiff, of lawful age and duly sworn, deposes and says:

Question by plaintiff's counsel. Were you applied to with Mr. Lockridge and Mr. Kunkle to go into delivery bonds with Henry Hottle? If so, state the circumstances as well as you recollect them.

Answer. Mr. Hottle came to my house and requested me to go up to his house, and go in delivery bonds with Mr. Kunkle and Mr. Lockridge; that Mr. Crawford was not at home; stated that the children were not well enough clothed to come to Staunton; Mr. Kunkle, Mr. Lockridge and myself, signed some of the bonds; all of them were not signed; Mrs. Crawford sent word down to Mr. Hottle not to give delivery bonds; that the property was not his; that Mr. McCue might come to her, or something to that effect; we then objected to signing any of the other bonds.

Question by same. What did McCue say when you refused to sign the other bond?

Answer. He was a good deal out of humor, but I do not recollect his expressions.

Question by same. Where were Susan and her children at the time; did you see them, or see the sheriff levy on them?

Answer. I do not know where Susan and her children were at the time, nor did I see the sheriff levy on them; I may have seen some of the children in the yard, but I am sure I did not see the woman.

Question by same. Do you recollect selling grain to the plaintiff; if so, how often, and where did you leave part of it?

Answer. I have sold him grain, but I do not recollect how often; I left a part of it at Mr. Hottle's, and the balance at Mr. Crawford's.

Question by same. Do you recollect selling to the plaintiff two horses; if so, what was done with one of them?

Answer. I recollect of selling the plaintiff two horses; one of these was taken to Mr. Hottle's, and the other to Mr. Crawford's; at least I saw them at both places in use.

Question by defendants. When Mr. Hottle came to your house to get you to go into delivery bonds, did he state to you what negroes had been levied upon by the sheriff? If so, name them.

Answer. He may have named them, but I have no distinct recollection that he did.

Question by same. Did Hottle say to you that slave property had been levied upon, and that they were too badly clad to be removed to Staunton?

Answer. Yes, sir, he did.

Question by same. You have spoken of the sales of grain and horses; at what times were those sales made?

Answer. The grain was at different periods; I frequently sold him grain; the horses I sold him some four or five years ago.

Question by same. Was the grain of which you have spoken as having been delivered a part at Hottle's, and the balance at Crawford's, was it ascertained how much was left at each place by measurement at the time?

Answer. I think it was.

Question by same. How long have you known the woman Susan, and her children?

Answer. I have noticed the children for several years; but I do not know that I would know the woman from any of his other slaves.

Question by same. Did you know Paul and Lewis before 1842, June?

Answer. I knew them before that time.

Question by same. In whose possession were they?

Answer. I have seen them in Mr. Hottle's possession.

Question by same. Was there a negro woman by the name of Susan in the possession of Henry Hottle at the Springs place up to the year 1842?

Answer. There was a woman generally there, but I do not know by what name she was called; I think I heard Mr. Hottle call her Susan once.

Question by same. You say you have seen Paul and Lewis in Mr. Hottle's possession; do you mean to say you have seen them at the Springs place?

Answer. I mean to say I *say* [saw] them at the Springs place.

Question by same. How often have you been in Mr. Hottle's house?

Answer. But seldom; not more than four or five times.

Question by same. Do you ever deliver grain that you have sold without measuring what you deliver?

Answer. I frequently measure, and deliver without measuring again.

Question by same. When you left grain at Mr. Hottle's, did Mr. Crawford tell you how much to leave at the Springs place, and how much to bring to the Home place?

Answer. I do not recollect that he did as to the number of bushels.

Question by defendants. How far do you live from Mr. Hottle's.

Answer. Two miles.

Question by same. Have you frequently passed the road leading by Hottle's house, and is his house near the road?

Answer. I do not pass very frequently; the house is some distance from the road.

No further questions being asked, further saith not
1 day. ARCH'D ARMSTRONG.

The plaintiff, by his counsel, excepts to so much of the foregoing deposition as details what Henry Hottle told the witness as to the slave property having been levied on. SHEFFEY.

Not having time to go through with the taking of these depositions on to-day, adjourned to meet on to-morrow morning at 9 o'clock.

J. B. WATTS, *Com.*

Saturday morning, 19th October, 1844; met at nine o'clock in the morning, pursuant to adjournment.

Joseph McCutchen, another witness introduced by the plaintiff, of lawful age, and duly sworn, deposes as follows:

Question by plaintiff's counsel, Hugh W. Sheffey, esq. How far do you live from the Springs place; who has had the control of that property, and how has it been managed?

Answer. I did live, until a few days ago, within some two or three miles of the Springs place; Mr. Hottle lives at the Springs place, but Mr. Crawford has the management of the property.

Question by same. State who you have seen managing the Springs place during the springs season; state all about it.

Answer. I have seen Mr. Crawford and his wife there; he attending to the boarders, horses, and other things, and she attending to the cooking, table, &c., during the springs season.

Question by same. During the time that Crawford and his wife were there, did Hottle and his wife take any control of the establishment?

Answer. I saw Mrs. Hottle nursing the children, but I did not see Mr. Hottle taking any control the day I was there.

Question by same. How long has it been since the Springs place was managed in the way you have named?

Answer. Ever since Hottle moved there.

Question by same. Have you ever sold the plaintiff some grain and beef; if so, where was it left?

Answer. I have sold him grain, which he generally took away from my house; Mr. Hottle took away one load of corn which I had sold to Crawford; this, I believe, was taken to Hottle's; I have sold Mr. Crawford a good many cattle; but at one time he purchased a heifer, which I helped him to drive up to the Springs; and this was the day I saw him and his wife there attending to the business.

Question by same. State whether you [have] seen Mr. Crawford and his family at the Springs place more than once?

Answer. I have seen them there at different times during two seasons; that the people attended the Springs a good deal.

Question by same. Have you ever been at the Springs place without seeing the plaintiff, his wife, or some of their children there?

Answer. I have never been there that I did not see children; I have been there when I did not see Mr. and Mrs. Crawford.

Question by same. Who settled with you for the grain and beef used at the Springs place?

Answer. Mr. Crawford always paid me for the grain and beef he got.

Question by same. Did the team that usually staid at the Springs place do any hauling for you; if so, state whether much or little, and whom you settled with for the hauling?

Answer. The team at the Springs place done hauling for me, but I do not recollect how much; it hauled two loads of pig metal to

Keneagy's; one or two loads to Waynesboro'; and took from there some iron to Charlottesville; and I settled with Mr. Crawford for it.

Question by defendants. State what year was it that the sale of the grain and beef, of which you have spoken, took place.

Answer. I have sold him grain for several years; I think it was 1838 or 1839; probably 1838; I helped him to take the heifer to the Springs.

Question by same. When was the hauling of which you have spoken done?

Answer. The two loads of pig metal to Keneagy's were hauled either in the latter part of November, or early part of December, 1839, I think; and to Waynesboro', I think, in 1841.

Question by same. Did you obtain a loan of $400, or $500, what was got at the house of Henry Hottle; if so, state the time and circumstances attending the loan?

Answer. I got the loan of $430; I got the money at the house of Mr. Hottle, I think this was in January, 1841; I had *went* security for Irvine and Montgomery in a delivery bond for money due to Samuel Jordan, upon which judgment had been obtained, and Churchman, the sheriff, came to me for the money; Crawford came along with the sheriff to my house, and all three of us went down to Irvine and Montgomery's furnace together; Irvine and Montgomery had no money with them; Churchman said he must have the money or property from some of us; I then named to Crawford that I did not know where the money was to be got, that I had but $200 by me, and that the debt was about $630; he told me probably he could lend me some of the money, he did not know whether all or not; he, Churchman, and myself, then went to Hottle's together, and he, Crawford, let me have $430; the debt was a little over $630; and after applying my own $200, and the $430, there was a small balance left, for which, along with my taxes, &c., I gave Churchman my due bill.

Question by same. Was the money taken from a desk in Hottle's house?

Answer. A desk or bureau.

Question by same. Did not Hottle often call on you for this money, or a part of it?

Answer. No; Hottle never called on me for the money; at one time, I think, he said Crawford had sent him down to see if he could get some of the money.

Question by same. How long was it before Hottle went to Ohio that he called on you for the money?

Answer. I think it was after harvest, the same year I got the money; probably in the early part of August, or somewhere along there, that he spoke to me about the money; I do not recollect at what time he went to Ohio, but I think it was in September of the same year.

Question by same. At the time you spoke to Crawford about the money at Irvine & Montgomery's, did you know the exact amount of the execution?

Answer. No, sir.

Question by same. Are you certain that you then told Crawford how much you would want?

Answer. I do not recollect that there was any thing said about how much money would be needed; I knew the debt was a large one.

Question by same. You say the money was gotten out of a desk at Hottle's; state who got it, and all about it.

Answer. When we got to Mr. Hottle's, Crawford asked Mrs. Hottle for the keys, that he wanted some money for me; she got up, unlocked the drawer, and went off; Crawford, Churchman, and myself, all went to the drawer together; Crawford took out the pocket-book from the drawer, counted out $400, and asked if that would do; Churchman said it would not, that it would take $30 more; he then gave Churchman the other $30, which was also taken out of the pocket book; Churchman then offered me the money, and said he would settle the next day; I told him that I had my own $200 with me, and that we had as well settle that night; we did settle, and as I before said, there was a small balance left, for which, along with my taxes, &c., I gave Churchman my due bill; Churchman wrote a bond for Crawford for the $430, which I executed.

Question by same. State where this bureau or desk was; whether or not in Mrs. Hottle's sleeping room?

Answer. The desk or bureau was in the hinder part of the house, and there was a bed in the room, but whether it was her bed or not, I cannot say.

Question by same. Was Hottle in the room when you went in; did he continue there; if so, did he have any thing to do with the matter?

Answer. When we entered the room, I saw Hottle setting in the corner at the fire, and I think he continued setting there when I left; he said nothing about the matter.

Question by same. What is Mrs. Hottle's health; does she ever leave home?

Answer. She is lame; I [have] never seen her from home.

Question by same. Is Crawford much from home?

Answer. Yes, sir; he has generally been a good deal from home.

Question by same. Were his habits in this respect, in 1840 and 1841, as they are now?

Answer. He has been from home rather more, perhaps, this summer; he has a place lower down the river, some 6 or eight miles from where he lives, and he has been there a good part of his time; but ever since he has been proprietor where he now lives, he has been absent a good deal from home.

Question by same. State any facts you may know as to the comparative safety of leaving money in Mrs. Hottle's care during his, Crawford's, absence, or at his own house.

Answer. Mrs. Hottle is a lame woman, and always at home; Mrs. Crawford is not always at home; Crawford's negroes have not a very honest name, but I have never seen anything roguish in them myself.

Question by same. Was the spring season, before you borrowed the money of Crawford, a profitable one or not; were there many persons at the Springs?

Answer. There were a good many people there. I do not know anything about the profits.

Question by same. What is Hottle's character about large talk and boasting?

Answer. His character is that of a great talker and boaster; I have sometimes heard him tell things that I did not believe.

Question by same. Is he steady and regular in his work and plans, or changeable?

Answer. He is a good deal changeable in his plans.

Question by same. Did you ever pay Hottle a cent of the money you borrowed of Crawford?

Answer. I never paid him any.

(The defendants object to this mode of asking that question.)

Question by same. With whom did you settle the bond you gave to Crawford for the borrowed money?

Answer. I settled with Crawford.

Question by same. Was any part of it settled or paid to any one else?

Answer. I paid no part of it to any one else.

Question by same. Have you ever seen horses that were called the Ohio horses; if so, in whose possession have you seen the brown horse?

Answer. I have seen the brown horse in the possession of both Hottle and Crawford.

Question by same. Who came in from Ohio with Hottle?

Answer. A young lady, said to be Mrs. Hottle's niece?

Question by defendants. Did Churchman, when drawing the note, inquire who it was to be made payable to?

Answer. Yes.

Question by same. Was the pocket-book put back in the drawer?

Answer. Yes.

Question by same. How far did you live from John Lockridge, a witness who has given a deposition in this cause, at the time you borrowed the $430?

Answer. Between a quarter and half mile; somewhere about 600 yards.

Question by same. When did you learn that Crawford's negroes had not a very honest name?

Answer. Some 5 or 6 years ago.

Question by same. When did you make the first payment on the $430 note of which you have spoken, and how much did that payment amount to?

Answer. In the early part of September, the same year I borrowed the money, I paid $100 on the note.

Question by same. Was a credit endorsed on the note for that payment?

Answer. I did not see the note that day at all, but the credit was endorsed on it when I saw it.

Question by same. When did you make the next payment?

Answer. Mr. Crawford got 300 bushels of grain from me the next winter afterwards.

Question by same. Was not the note of $430 delivered to you, and another executed, before it was all paid?

Answer. Yes.

Question by same. When was the new note executed?

Answer. It was some time in the summer of 1842; it may have been in May or June, 1842.

Question by same. What became of the note of $430 after you took it up?

Answer. I had it, and have it yet, if I have not torn it up.

Question by same. Did you pay any part of the $430 note to Henry Hottle?

Answer. No; I never paid him anything.

Question by plaintiff's counsel. On what day of the week was it you paid the $100 to Crawford?

Answer. It was on a Sunday.

Question by same. When Churchman asked to whom the bond was to be drawn, why was it made payable to Crawford?

Answer. When Churchman asked to whom the bond should be drawn, Crawford said to me "to be sure."

Question by same. Who put the pocket-book in the drawer, and who locked the drawer?

Answer. I really do not recollect.

No further questions being asked, further this deponent saith not.

2 days. JOSEPH McCUTCHEN.

David Cook, another witness introduced by the plaintiff, of lawful age, and duly sworn, deposes as follows:

Question by plaintiff's counsel. How long have you known Henry Hottle?

Answer. Something like 20 odd years.

Question by same. What were his circumstances before 1835; would you have loaned him money without security?

Answer. I do not know that I knew his circumstances particularly; he always appeared to be hard run; no, sir, I do not know that I would have loaned him money without security.

Question by same. State whether, before 1835, he applied to you for a loan of money; whether you loaned him the money; and whether you advised him to apply to any other person to assist him; and what you advised him to do.

Answer. He did apply to me for the loan of money before the [year] 1835; I did not loan him any; I at one time advised him to apply to Mr. Crawford, that he could, may be, get some assistance from him.

Question by same. Did you say anything to him about securing Mr. Crawford if he, Crawford, should assist him; if so, what?

Answer. I do not recollect of saying anything concerning the securing of Mr. Crawford.

Question by same. What were Crawford's circumstances and credit at the time?

Answer. So far as I knew, they were very good.

Question by same. Do you recollect whether Hottle had been in the habit of borrowing, or trying to borrow, money for several years before 1835?

Answer. I think he had borrowed, and continued to borrow.

Question by same. Was Hottle disposed to pay his debts when able to do so?

Answer. I thought he generally was.

Question by same. Do you recollect the fine cows Hottle sold to Crawford? If so, state what kind of cows they were, and what they were worth when sold in October, 1835.

Answer. I do not recollect anything about them.

Question by same. Do you recollect the wagon sold by Hottle to Crawford? If so, state whether it was a three-horse or a four-horse wagon.

Answer. I recollect of a tolerably light wagon that he sold to him; they generally worked 4 horses to it; it might be called a common 4-horse wagon.

Question by same. Do you recollect a dun mare and a gray horse sold at the same time by Hottle to Crawford? If so, state the value of each.

Answer. I recollect the dun mare; he purchased her of me at $40; I recollect of his having a gray horse, but I do not recollect what his value was.

Question by same. Was the wagon you have spoken of an old one or new one?

Answer. It was a wagon that had been running for some time; it was some worn.

Question by same. What would you suppose this wagon and the 4 horses worth at the time they were sold?

Answer. I suppose they were worth something like $200 or upwards.

Question by same. How far did you live from Hottle's mill place?

Answer. Not more than $\frac{1}{2}$ or $\frac{3}{4}$ of a mile.

Question by same. What was Henry Hottle's ordinary occupation?

Answer. He followed wagoning, and likewise followed farming some.

Question by same. Have you known many men fond of wagoning who prospered in that business?

Answer. I cannot say that I have.

Question by same. Do you recollect who hauled away the corn crop from the Hottle place after Hottle sold to Crawford?

Answer. As well as I now recollect, they, Hottle and Crawford, hauled it between them.

Question by same. Do you recollect whether there was a corn crop made on the place the year after Hottle sold to Crawford?

Answer. I recollect that there was a corn crop the year that he sold, but whether there was one the year following, I do not recollect.

Question by defendants. Was that crop of corn a good one?

Answer. I think it was as good as common.

Question by same. Can you state the number of acres of land that was in corn?

Answer. I do not recollect the quantity of land.

Question by same. Do you recollect the quantity of wheat and rye that was in the ground the year the plaintiff purchased?

Answer. There was a crop of wheat and rye on the place that year, but I do not recollect the quantity.

Question by same. Would you have refused to loan Hottle money, without security, because you thought him unable to pay, or because you feared delay and trouble in the collection?

Answer. The reason was, that I thought there would be trouble in getting it.

Question by same. When was this application made to you for the loan of money?

Answer. As well as I now recollect, it was in July or August, before he sold to Mr. Crawford.

Question by same. Had Mr. Hottle, a few months before this application, sold his Mill property to the defendant Reed, and cancelled the contract?

Answer. I recollect of his selling to Mr. Reed; I know the fact that he did sell to Mr. Reed, who held the property only a few months; I do not recollect when this was; the contract was cancelled.

Question by same. Do you know what Hottles gave Reed for a rue bargain?

Answer. Only from hearsay.

Question by same. Did you hear Henry Hottle state what he was to give Reed for a rue bargain.

Answer. I did hear him say that he was to give him but $200.

Question by same. When did you hear him say so?

Answer. Not long since.

Question by same. Do you recollect of stating, in your evidence given in the bankrupt suit, that it was $500 Hottle was to give Reed for the rue bargain?

Answer. I recollect stating it, but I stated that Mr. Reed told me he was to get $500.

Question by same. Do you now remember the four horses plaintiff got of Hottle? If so, describe each, and attach their respective values?

Answer. I recollect a dun mare, a bay horse with a bald face, a little sorrel horse, and as well as I recollect the other was a gray; the dun mare, at that time, was not worth more than the half of what he gave me for her; the bay horse was worth $50 or $60, I reckon; the little sorrel mare was worth $50; I am not able to say what the gray was worth; I knew but very little about him.

Question by same. How far do you live from the plaintiff's, (Mr. Crawford?)

Answer. Something like eleven or twelve miles.

2 days. DAVID COOK.

By consent of parties, adjourned to meet at the residence of Henry Hottle, in the Pastures, Augusta county, on Wednesday, 23d October, instant, at 3 o'clock, p. m. J. B. WATTS.

Wednesday, 23d October, 1844; met pursuant to adjournment.

Mrs. Ellen Hottle, another witness introduced by the plaintiff, of lawful age and duly sworn, deposes as follows:

Question by H. W. Sheffey, esq., counsel for plaintiff.

On the witness' former deposition being read to her, which was at her own request, the defendants objected to the reading, for the reasons assigned herein before. They also object to the competency of the witness, she being the wife of Henry Hottle.

Where were you married to Henry Hottle?

Answer. In the State of Ohio.

Question by same. When Henry Hottle bought the Mill property, what did he trade for it; did he contract to give any boot; if so, what, how much, as well as you recollect?

Answer. He traded his land in Ohio to his brother Philip Hottle for the Mill place; he contracted to give boot, either $1,000 or $1,500; I think about $1,500.

Question by same. When he made this trade, had he any other property besides his Ohio lands; had he any money or other means to pay the $1,500 he contracted to pay for the boot in the trade between himself and his brother Philip?

Answer. He had nothing else except some bedding, &c., we brought along with [us.] He had no money or other means to pay the $1,500, and it was that which threw him behind-hand.

Question by same. After the purchase of the Mill property, state whether your husband was embarrassed and pressed for debt.

Answer. He was, and borrowed a great deal of money, and had to pay a great deal of interest upon it.

Question by same. Will you state all you know about the purchase of Susan and her children by Alex'r Crawford, and when said purchase was made?

Answer. He purchased Susan and her children, I believe it was the year before we moved out in the Pastures, some eight or nine years ago, but what year we moved out I do not recollect.

Question by same. At the time Crawford purchased said slaves what was their health, and how many children had Susan at the time?

Answer. Their health was not good; the children had had the scarlet fever, and one of them died with it. They had not entirely recovered from it, nor was Susan's health good. Susan had two children, Paul and Lewis, at the time Mr. Crawford purchased her; Silas, the oldest, having died before that of scarlet fever.

Question by same. From the time Mr. Crawford married your daughter, until he bought Susan and her children, do you recollect whether Mr. Crawford loaned your husband money? If so, state whether much or little, and how frequently.

Answer. I know he very frequently borrowed money of Mr. Crawford, but I do not know how much; whenever he wanted money, or very often at least, he called on Mr. Crawford for it, he being his son-in-law; and I believe he always got it, as far as Mr. Crawford had it to spare.

Question by same. After the purchase of Susan and her children, who had the control and management of them; and when removed from the Mill place, who removed them, and where were they taken?

Answer. Alexander Crawford had the control and management of them altogether; Alexander Crawford himself came in and removed us out; they were taken to his own house for two or three weeks.

Question by same. After that time, where did Susan stay, and how was she employed?

Answer. She stayed with me for some time at the Dunlap place; she was with me spinning, weaving, &c., most of the time we were at the Dunlap place. She was not there all the time, but backwards and forwards as it suited; the spinning and weaving were altogether for my daughter, Alexander Crawford's wife; some of her children, sometimes more and sometimes less, three commonly were with me.

Question by same. Why was Susan sent back to you to aid you occasionally?

Answer. I learnt Susan nearly all she knows, and she suited me the best; she was acquainted with my ways; I have been feeble for many years, not able to do my own work, and needed some one to aid me.

Question by same. Who had the Dunlap place under rent at the time you came out to the Pastures; and whilst at the Dunlap place, who furnished you and your family with necessary supplies?

Answer. Alexander Crawford had it in possession, and he furnished us with the necessary supplies.

Question by same. How long did Mr. Crawford continue to have the Dunlap place in possession after you moved to the Springs place?

Answer. Several years.

Question by same. State how Susan has been employed since you removed to the Springs place, and who has supplied her with clothing?

Answer. In doing different kinds of work; here a part of her time, and a part up there, (Mr. Crawford's); we had Mr. Crawford's children here going to school; the teacher (Miss Kennedy) boarded here, and she washed for them; she has also done house-work, washing, weaving, cooking, &c., except probably spinning up there, (Mr. Crawford's;) Mr. Crawford has clothed her altogether ever since he purchased her, and her children also?

Question by same. How have Susan's children, such as were able to do any work, been employed since you moved to the Springs place, and where?

Answer. When here at the Springs place, they were employed in feeding his, Mr. Crawford's, stock, and other kinds of work, and worked up there (Mr. Crawford's) in the same way, pretty much as he needed them.

Question by same. To whom does the Springs place belong? Since you have lived at it, who has furnished it with necessary provisions, servants, and labor; on whose account has said property been kept, and who has received the proceeds arising from the same?

Answer. The Springs place belongs to Alexander Crawford, and he has furnished it with every necessary; it (the property) has been kept on his (Alex'r Crawford's) account, and he has received the proceeds arising from the same.

Question by same. Who has supplied yourself and Mr. Hottle with clothing since you have lived there?

Answer. Mr. Crawford has furnished us with clothing ever since we broke up.

Question by same. What is your age, and that of Mr. Hottle?

Answer. I am 62 next December, and Mr. Hottle 63 in January.

Question by same. Where have Mr. Crawford's children staid since you have been living here, and where have [they] or part of them made their home?

Answer. Pretty nearly all of them have made their home here.

Question by same. Where were Susan and her children when Moses H. McCue, the sheriff, came to your house last December?

Answer. Susan was at Mr. Crawford's, and also some of her children; three of her children, Paul, Lewis, and Margaret, were here.

Question by same. Where had Susan been employed before that time, and how long?

Answer. She had been working at Mr. Crawford's and was at work there then, but I do not recollect how long, whether a year or two years, or how long, I do not recollect.

Not having time to go through with the taking of these depositions on to-day, adjourned to meet here on to-morrow morning at 8 o'clock.

J. B. WATTS, *Com'r.*

Thursday, 24th October, 1844; met pursuant to adjournment.

The said Eleanor Hottle being again called, appeared and responded as follows:

Before propounding an interrogatory this morning, the witness announced to the parties the fact that she had made a mistake of one year in each of the ages of Mr. Hottle and herself, and expressed a desire to make the necessary correction. Whereupon, the parties assigning thereto, she stated that she will be 63 years old the 20th December next, and Mr. Hottle 64 the 14th January next.

Question by counsel for the plaintiff. When Mr. McCue came to your house, how near was he to Paul, Lewis, and Margaret, or either of them?

Answer. He was just the distance of the width of the yard from Paul and Lewis, and Margaret was in the house, when he came in.

Question by same. Did McCue take hold of either of said slaves or levy the execution on them, or either of them?

Answer. No, sir, he did not.

Question by same. Do you recollet McCue's conduct when the securities refused to sign the last bond, and what he said? If so, state both.

Answer. He clapped his hands together, and said he was a ruined man; he said he could have levied on the negroes, but that he had not done so.

Question by same. Was the weather cold at the time or not?

Answer. The weather was cold.

Question by same: Do you recollect whether the colored children were sufficiently well clothed to have been taken to Staunton, if the sheriff had taken them, and whether Mr. Crawford was at home at the time?

Answer. The children were not very well clothed; Mr. Crawford was not at home at the time.

Question by same. Was any thing said about Crawford's right to the negroes; if so, what and by whom?

Answer. Mr. McCue said that the delivery bonds would not infringe on Mr. Crawford's right to the negroes.

Question by same. Is Mrs. Crawford, the wife of the plaintiff, your only child; how many children has she, and where have they been sent to school?

Answer. She is my only child; she has seven children now; they have been sent to school from here.

Question by same. Mention the names of the teachers who have been employed, where they boarded, and who paid them?

Answer. Miss Jane Kennedy was the first teacher, Mr. Leneve the second, and Mr. Farron the third; Miss Mary Rowles at one time taught Mr. Crawford's own children in the house here; Miss Kennedy and Miss Rowles boarded and had their washing done here; Mr. Crawford paid them.

Question by same. Did Mr. Hottle or yourself receive any thing for the board and washing of the teachers who staid here?

Answer. No, sir.

Question by same. To enable you to have the cooking, washing, &c., done for Mr. Crawford's children and the teachers, was it necessary you should have the aid of servants; if so, was Susan alone sent to assist you, or were other servants sent, and how?

Answer. It certainly was necessary for me to have aid; different servants were sent to aid me, such as I chose; I had choice of Mr. Crawford's servants; I had Sarah, Charlotte, and Matilda, and Matilda's oldest daughter, at different times.

Question by same. Were other servants sent by Mr. Crawford to work on the place? If so, name them.

Answer. Other servants were sent to work on the place at many different times; Harry, Kinney, and Jim were frequently sent.

Question by same. Who has continued to furnish the Springs place with grain, groceries, &c.; and in what capacity has Mr. Hottle been acting here?

Answer. Mr. Crawford furnishes it altogether; Mr. Hottle acts as agent for Mr. Crawford, and still continues to act in attending to his business here.

Question by same. Have you ever known Mr. Hottle to act as the owner of Susan and her children, or of any thing about the Springs place, or claim any thing here as belonging to him?

Answer. No, sir.

Question by same. Who pays and has paid the taxes on Susan and her children, and the property at the Springs place?

Answer. Mr. Crawford.

Question by same. Do you recollect any thing of Mr. Crawford's lending Jacob Kunkle a sum of money? If so, state how much, and whose money it was.

Answer. The sum was $60; it was Mr. Crawford's own money.

Question by same. Who paid back the money; to whom was it handed? State all the circumstances.

Answer. John Kunkle, son of Jacob Kunkle, paid the money; he handed it to me; I told Mr. Kunkle to pay the money to Mr. Crawford, of whom it was got, but it seemed like he would pay it to me; the note was here in Crawford's pocket-book in his desk; the note had been here all the time; Crawford keeps his papers here, and I gave it to Mr Kunkle.

Question by same. Do you recollect of telling Mr. Kunkle that the money was yours?

Answer. I never told him so.

Question by same. Do you think it possible for you to have told him so; if not, why; did any part of it belong to you?

Answer. I could not have told him so, because it did not belong to me; and why should I have told him so? I know that no such thing was ever mentioned.

Question by same. Where is the desk of Mr. Crawford in which he keeps his papers and pocket-book, and why are they kept here?

Answer. The desk is in my bed room; the reason why he keeps his papers and pocket-book here is, that he had some money stolen from him up at home; and, too, they are frequently away from home, and I am always here.

Question by same. What has been the character of some of Mr. Crawford's servants for honesty?

Answer. Several of them bore a very bad character.

Question by same. Do you recollect any thing of Mr. Crawford's lending Joseph McCutchen some money! If so, state to whom it belonged, and whether to your knowledge Mr. Hottle ever claimed any part of it.

Answer. I do recollect of his lending him some money; the money belonged to Crawford; Mr. Hottles never did, to my knowledge, claim any part of it.

Question by same. What was the object of Mr. Hottle's visit to Ohio?

Answer. He wished to go to see my friends, and a niece of mine desired to come in; he brought her in.

Question by same. If he had any other object, do you recollect it?

Answer. I do not.

Question by same. State whether the families here and at the Home place have been provided for in common as one family, or separately as two families.

Answer. They have been provided for as one family.

Question by defendants. Were you present when the contract was made between your husband and Philip Hottle for the Mill place, of which you have spoken?

Answer. I do not recollect.

Question by same. Is not all that you have said on that subject founded on the information of others?

Answer. I do not recollect about it.

Question by same. How long before you removed from the Mill place was it that Silas, the son of Susan, died?

Answer. I do not recollect how long it was; I have forgotten.

Question by same. Did your husband sell the mill and lands to B. T. Reed; if so, for what sum, and when?

Answer. He never did to my knowledge; I never knew any [thing] about that contract.

Question by same. Did not B. T. Reed have possession of the mill, and use and occupy it for some time?

Answer. He tended the mill there for some time, but how long I do not know.

Question by same. Did not B. F. Reed after his marriage occupy the mill?

Answer. I think he did not.

Question by same. Were you present at any time when Alexander Crawford loaned money to your husband?

Answer. I have often seen him loan him money, but I do not recollect how much.

Question by same. Can you state the year when Alex'r Crawford purchased Susan and her children?

Answer. I do not recollect.

Question by same. Do you recollect what price Crawford was to give for Susan and her children?

Answer. I do not.

Question by same. Do you know that Crawford purchased Susan and her children; if so, where was the contract made?

Answer. I do not know where the contract was made; I know that he purchased her, for I saw the bill of sale.

Question by same. In whose possession did you see that bill of sale, and when?

Answer. I saw it in Crawford's possession; I do not recollect at what time, nor how many times, I have seen it; but I have seen it at different times.

Question by same. Did you see the bill of sale before Hottle removed to the pastures?

Answer. I do not recollect that I did.

Question by same. Have you ever seen any other paper in the possession of Mr. Crawford, showing the title of that property to be in him; if so, what was it, and when you saw it?

Answer. Not that I recollect.

Question by same. Were Susan and her children included in the purchase of the mill and land by Alexander Crawford?

Answer. I cannot say, for I do not know.

Question by same. Was Alexander Crawford always disposed to give you the best help he could in your domestic concerns?

Answer. He was very much so.

Question by same. Did you not prefer the aid of Susan to that of any other of his servants?

Answer. I did.

Question by same. Has Susan continued to labor in the family of Alexander Crawford and your family ever since your removal to the Pastures in the same way?

Answer. She has worked sometimes here and sometimes there, just as it was necessary.

Question by same. Has she for the last two years been less or more at the house of Alexander Crawford than before that time?

Answer. I think she *she* has been rather more there than before.

Question by same. Was that because you desired her services less.

Answer. No, sir; they sent Matilda to the lower place and took Susan up there; (the Home place,) and I had Charlotte here, and Joe's wife hired; that is the way we turned it round for the better.

Question by same. When and in what year was it that McCue was here to levy executions?

Answer. I do not recollect.

Question by same. Has it been the course and habit of Mr. Crawford to send his servants to the Springs place in the same manner ever since you have lived here, or has he done so more frequently of late than in former years?

Answer. No, sir; not more frequently of late; just as it was necessary, so he sent them.

Question by same. When had Crawford money stolen from him; what year?

Answer. I cannot recollect the year; they thought it was Sarah that stole it; they had money stolen from them at different times.

Question by same. Do you know of any one time they had money stolen from them?

Answer. Well, I can't mention any particular time, but the last time they had a large sum stolen.

Question by same. Do you know any thing of these losses and thefts except as you have been informed by Crawford and wife?

Answer. I do not, except as I was told; I did not see her steal the

money; I know that they sent gold, silver, and bank notes done here for safekeeping.

Question by same. Was that the character of Crawford's slaves when you removed to the Pastures?

Answer. Harvey and Sarah never bore a good character, such as the others did; the others were honest, as far as I knew.

Question by same. In what year did Mr. Hottle make his visit to Ohio; and how many horses, if any, did he bring in with him?

Answer. I do not recollect the year; but he was in Ohio twice; on his return one of the times he brought, I think, one horse with him besides the one he rode; he had a little bay mare here, but whether he brought her the first or the last time he was out, I do not remember.

Question by same. When was it the gold, silver, and bank notes, of which you have spoken, were sent down here for safekeeping?

Answer. I do not recollect when it was, nor the year it was in.

Question by same. Who was with Joseph McCutchen at the time Mr. Crawford loaned him the money of which you have spoken?

Answer. I believe Mr. Churchman was with him.

Question by same. Did you on that occasion unlock the desk and hand the pocket-book to Mr. Crawford?

Answer. Mr. Crawford and Mr. Churchman went to the drawer together; Mr. Crawford got the money out, and loaned it to McCutchen; and Mr. Churchman drew the bond for it.

Question by counsel for plaintiffs. How long after your husband traded for the Mill property was it that he became pressed for money?

Answer. He was pressed for money all the time after he got that property, because he had not the money by him to make the payments?

Question by same. You have said you preferred to have Susan with you; why did you prefer her?

Answer. Because I had learned her to do things my way.

Question by defendants. Do you know of your own knowledge that your husband was pressed for money at all times; if not of your own knowledge, how did you get the information, and from whom?

Answer. I do know that he was very much pressed.

Question by same. From whom did you get the information that he was very much pressed.

Answer. I know that he could not raise money to pay his hands and millwrights; this I know to my certain knowledge; the place was very much out of order, and it took a great deal of repairing to fix it.

Question by same. You have said your husband borrowed a great deal of money, and paid much interest; from whom did you get the information?

Answer. I saw notes that he had given.

And further saith not ELEANOR HOTTLE.

2 days.

Anne E. Kenneday, another witness introduced by the plaintiff, of lawful age and duly sworn, deposes as follows:

The defendants make the same objection to this that they have made to the reading of Lockridge's and others' former depositions.

Question by H. W. Sheffey, esq., counsel for the plaintiff. Are you well acquainted with Mr. Alexander Crawford's family; how long have you known them?

Answer. I am well acquainted with Mr. Crawford's family, and have been for five or six years; but as to the length of time I do not recollect exactly.

Question by same. Do you know any thing of supplies being furnished for the Springs place by Mr. Crawford? If so, state all you know about that matter.

Answer. I have seen various kinds of vegetables, chairs, tables, bedding, &c., sent down here from Mr. Crawford's.

Question by same. Have you ever seen any provisions or groceries sent in the same way?

Answer. Yes, sir.

Question by same. Were they weighed or measured when sent?

Answer. No, sir, they were not.

Question by same. Do you know whether they were charged to Mr. Hottle, or paid for by him?

Answer. No, sir, he did not pay for them, nor were they charged to him.

Question by same. For whose use were these articles furnished?

Answer. For the use of Mr. Hottle's family.

Question by same. Where did Mr. Crawford's children stay?

Answer. They staid mostly at Mr. Hottle's.

Question by same. How far have you been living from Mr. Hottle's, and what opportunities have you had of knowing the families of Mr. Hottle and Mr. Crawford intimately?

Answer. I have lived and still live in about three miles of Mr. Hottle; I lived with Mr. Hottle at one time about a year, and lived at Mr. Crawford's at so much as three different times; when I did not live with them, I was backwards and forwards on visits.

Question by same. Have you ever seen any of Mr. Crawford's negroes at the Springs place; if so, how many?

Answer. I have seen all of them down here at different times.

Question by same. How were they employed?

Answer. They were sometimes harvesting; sometimes chopping wood; sometimes hauling; and so on.

Question by same. Have you seen Susan employed, and where?

Answer. I have seen Susan employed at Mr. Crawford's and down here, both.

Question by same. Did you ever see Susan before Mr. Hottle was moved from the Mill place to the Pastures; if so, where, and how long before Mr. Hottle's removal?

Answer. I saw her at Mr. Crawford's before Mr. Hottle moved out into the Pastures, but I do not recollect how long it was; I saw her there in winter, but whether it was the winter before Mr. Hottle moved out here or not, I do not recollect.

Question by same. From your knowledge of the two families, state whether you considered them as one family or separate establishments?

Answer. I considered them as one family.

The defendants object to this question as leading and illegal.

Question by same. Who owned the Springs place and supplied it with necessaries, &c.

Answer. Mr. Crawford.

Question by same. Who supplied Mrs. and Mr. Hottle with clothing, and who clothed the negroes that staid at the Springs place?

Answer. Mr. Crawford; I have been employed there in weaving and spinning, and the cloth was for the Springs place. I have wove here and at Mr. Crawford's both.

Question by same. What is the age and health of Mrs. Hottle? And state whether it is necessary for her to have some one to work and wash for Crawford's children.

Answer. She is up in 50, I would suppose; her health has been very delicate ever since I have known her. I would think it was necessary for her to have some one to aid her in cooking and washing for Mr. Crawford's children.

Question by same. Have you known any cloth woven by yourself at Mr. Crawford's, sent to the Springs place to be used?

Answer. Yes, sir.

Question by same. Do you recollect seeing Mr. and Mrs. Crawford at the Springs place during the spring season; if so, who had the management of the establishment?

Answer. Mr. Crawford had the management of the Springs place, and I have seen his wife and himself both there in the spring season.

Question by defendants. When did you become acquainted with Alexander Crawford and family?

Answer. I do not recollect what year it was I became acquainted with them.

Question by same. How do you know that Mr. Crawford did not charge Mr. Hottle with the supplies of which you have spoken, and that Mr. Hottle did not pay him (Crawford) for them?

Answer. The things that I saw sent down were neither weighed nor measured, and I did not suppose they were charged for.

Question by same. In what year did you live with Mr. Hottle?

Answer. I do not recollect in what year it was.

Question by same. Was it in 1838 or 1839?

Answer. I do not recollect exactly.

Question by same. Did you live with Mr. Hottle a year, or the greater part of a year?

Answer. I lived with him I reckon better than a year.

Question by same. Did not the slave Susan at that time live with Mr. Hottle and family?

Answer. She did.

Question by same. Were Susan's children there also?

Answer. Yes, sir.

Question by same. You have said you saw Susan before Mr. Hottle removed to the Pastures at Mr. Crawford's; how long did she stay at Mr. Crawford's at that time, and what occasioned her visit?

Answer. It was the first time I went to Mr. Crawford's to weave, that I saw her there; she was there when I went, and continued for two days after I got there.

Question by same. Do you remember what year that was? If so, state it.

Answer. I do not recollect.

Question by same. Did you not hear of a rumor in circulation in this neighborhood, some two years ago, and not long before Mr. McCue, sheriff, came out to levy upon Susan and her children, that Mr. Hottle's creditors were about to levy upon Susan and her children?

The question is objected to by plaintiff's counsel as illegal for reasons heretofore stated.

Answer. I did hear some such talk.

Question by plaintiff's counsel. When you last lived at Mr. Crawford's, which of Mrs. Crawford's children was an infant beginning to walk, and how old is he now?

Answer. James Alexander, who is now five or six years old, I reckon.

Question by same. Whilst you lived at Mr. Hottle's, did Susan and her children stay at the Springs place all the time?

Answer. Yes, sir.

Question by same. At the time you lived last at Mr. Crawford's, where *were* Susan employed at work?

Answer. At Mr. Hottle's?

Question by same. Was she at work at Mr. Crawford's whilst you were there?

Answer. At one time she was there at work.

Question by same. Have you ever seen Paul and Lewis at Mr. Crawford's at work?

Answer. I do not [remember.]

Question by defendants. How long did Susan remain at Mr. Crawford's the one time of which you have spoken, and what was she doing?

Answer. She came up there in the morning and returned in the evening; she was employed in washing some.

And further saith not

ANN E. KENNEDAY.

1 day.

Hetty Kenneday, another witness introduced by the plaintiff, of lawful age and duly sworn, deposes as follows:

Question by same. Are you acquainted with Mr. Hottle's and Mr. Crawford's families; how long have you known them; and how are the families provided for, and by whom?

Answer. I am acquainted with both of the families; I have known them for the last eight or nine years. They are, as far as I have seen, provided for by Mr. Crawford.

Question by same. What have been your opportunities of knowing the families intimately?

Answer. I have been employed at business in both families, and visited them at different times.

Question by same. Have you ever seen any provisions or necessaries sent from Mr. Crawford's to the Springs place? If so, state what, and whether they were weighed, measured, or charged.

Answer. I have known various kinds of provisions to be sent from Mr. Crawford's to the Springs place, and I did not see them, nor hear of their being weighed, measured, or charged.

Question by same. Do you know Susan and her children; where were they when you were at Mr. Crawford's, and how employed?

Answer. I know the servants alluded to; sometimes they were employed at the Springs place, and sometimes at Mr. Crawford's; they were employed in the kitchen about house work, and so on. I have seen the boys at Mr. Crawford's at planting, harvesting, and such like times.

Question by same. Did you ever see Susan at Mr. Crawford's before Mr. Hottles was moved from the Pastures?

Answer. I recollect of seeing her there once before Mr. Hottle moved to the Pastures.

Question by same. How many children has Mr. Crawford, and where have they been accustomed to stay?

Answer. He has seven children, and they stay as much, if not more, of their time at the Springs place than at home.

Question by same. How long has it been since Mr. Crawford's children have made their home in part at the Spring's place?

Answer. Ever since Mr. Hottle moved to the Springs place, some of the children have lived here.

Question by same. What has been Mrs. Hottle's health since you knew her? And state whether it has been necessary for her to have some one to cook and wash for Mr. Crawford's children.

Answer. It has been very delicate ever since I have known her. I do consider that it was altogether necessary that she should have had assistance in cooking and washing for Mr. Crawford's children, for I do not consider her at all capable of attending to any hard work.

Question by same. Who clothed Susan and her children?

Answer. Mrs. Crawford had the cloth made, cut and sewed, to clothe them.

Question by same. Who clothed Mr. and Mrs. Hottle?

Answer. Mr. Crawford.

Question by same. Can you say where Mr. Crawford's servants were employed; and which of them have you seen at Mr. Hottle's?

Answer. I believe I have seen them all employed at the Springs place occasionally, say in the Springs season; and at other times engaged at different kinds of business.

Question by same. Can you name some of them you have seen at work at the Springs place?

Answer. I have seen Harry, Kinney, Sarah, Charlotte, Jim, Bill, Matilda and her children, Peggy, Reuben, and Susan and her children.

uestion by same. State whether the families were supplied in common; and what you may have said about their living in one house.

Answer. I have always seen Mr. Crawford furnish supplies for both families; and in talking with Mrs. Crawford, I have more than once told her that I thought it would be best for them all to live in one family; that I thought it would be less expensive and trouble to her.

Question by defendants. Where did Susan and her children principally stay?

Answer. They staid principally at Mr. Hottle's, at the Springs place.

Question by same. Was not the home and regular business of Susan and her children at Mr. Hottle's?

Answer. She staid the greater part of her time with Mrs. Hottle; the children also staid the greater part of their time at the Springs place.

Question by same. How long did you know Susan at any time to stay at Crawford's before 1842?

Answer. I have been at Mr. Crawford's as much as a week at a time; I found her there, and at one time left her there; I do not know how long she staid after I left.

Question by same. In what year was it that you saw Susan at Mr. Crawford's, before the removal of Hottle to the Pastures?

Answer. I do not recollect how long it was before he moved to the Pastures that I saw her there.

Question by same. Do you know how long Susan remained at Mr. Crawford's on that occasion?

Answer. The first time I ever saw her at Mr. Crawford's, I don't think she was there more than a day and night.

Question by same. Did you hear *and* [any] report or rumor in circulation in this neighborhood in 1842, that the creditors of Henry Hottle intended to levy [on] Susan and her children, before Mr. McCue, the sheriff, was at Mr. Hottle's?

Answer. I do not recollect of hearing any thing of it until she was levied on.

Question by same. Have Susan and her children staid more at Crawford's since 1842, than they did before that time?

Answer. I believe they have.

Question by same. Did you hear Alexander Crawford say, at any time before 1842, what price Mr. Hottle had allowed him in the trade for the Eastham lands?

Answer. No, sir; I do not recollect of ever having heard him speak of it.

Question by same. Did you hear him say, before 1842, what price he was to give for Susan and her children?

Answer. I have never heard him say any thing about it at all.

Question by plaintiff's counsel. Were you at the Springs place when

McCue, the sheriff, came to make the levy on the slaves, Susan and her children?

Answer. I was not, nor had I been there for some time before.

Question by same. Do you know of your own knowledge that she or her children were levied on?

Answer. No, sir; I do not.

And further saith not

HETTY KENNEDY.

This witness's former deposition was not read to her.

Not having time to get through the taking of these depositions on to-day, adjourned to meet at 2 o'clock to-morrow evening, at the house of Alexander Crawford, in Augusta county, by consent of parties.

Two o'clock, Friday evening; met pursuant to adjournment.

John D. McCrory, another witness introduced by the plaintiff, of lawful age and duly sworn, deposes as follows:

Question by Hugh W. Sheffey, esq., counsel for plaintiff. Have you been intimate in the families of the plaintiff and of Henry Hottle; if so, how long; what is the age of Mr. Hottle and his wife; and what has been the health of the latter?

Answer. I have been intimate in Mr. Crawford's family ever since I came to the Pastures to live, some twenty years ago, and practised medicine in it during that time; I was acquainted with Henry Hottle before Alexander Crawford was married, and have been intimate with and practised in his family ever since he removed to the Pastures; I would suppose Hottle to be sixty years old or upwards, and Mrs. Hottle something younger, probably 50 or 55; she has been afflicted with a white swelling ever since I have known her, and I have always regarded her as being a very weakly woman.

Question by same. Do you know Susan and her children; if so, where did you first see them, and in whose possession were they?

Answer. I know them; the first I saw of them was here; I saw Susan here before Mr. Hottle moved to the Pastures, at work; I did not see the children at that time, and do not know whether they were here or not.

Question by same. Who asserted ownership to said slaves at that time?

Answer. I understood from old Mrs. Crawford at the time that she was Alexander Crawford's servant; that he had purchased her with his own money; she appeared to be displeased about it, and said that Alexander had negroes enough without buying more.

The defendants object to so much of the above answer as states the declarations of old Mrs. Crawford, as illegal testimony.

Question by same. Did said slaves continue in the possession of Alexander Crawford, and how were they employed?

Answer. I have always understood and believed they did; I have seen them at work at both of the places, the Springs place and here; I have seen Susan at work here frequently; I have seen the boys en-

gaged at work out in the fields with Crawford's other hands, and the woman in the house at house-work here.

Question by same. Do you know why Susan was sent occasionally to the Springs place where Hottle lived?

Answer. I believe she was sent there to aid Mrs. Hottle on account of her indisposition.

Question by same. Where did Mr. Crawford's children stay?

Answer. I have seen them oftener at Mr. Hottle's than here; they were taken from here down to Mr. Hottle's, so soon as they [were] old enough to be weaned or moved.

Question by same. Was it necessary that Mrs. Hottle should have some one to do household work, and to cook and wash for Crawford's children?

Answer. Yes; she was not able to do it herself.

Question by same. Who owns the Springs place; who has supplied it with furniture, grain, provisions, &c.; who furnished the labor to cultivate it; who has always acted as master of the establishment?

Answer. Alexander Crawford; I was present when he purchased it, and he has always claimed it; I believe he has furnished the place with provisions, &c.; he furnished slave labor and horses to carry on the farm, and he has always acted as master of the establishment.

Question by same. State any thing you may know of Mr. Crawford's authorizing Mr. Hottle to act as his agent, and for what purpose.

Answer. I know that Crawford employs Hottle to buy grain for him sometimes; and I also know that Crawford becomes answerable and paymaster for it.

Question by same. How have Crawford's hands been employed; have you ever seen them at the Springs place?

Answer. I have seen them at labor there; I have frequently seen several of the women there; some of them are always there.

Question by same. What do you know about provisions being sent from the plaintiff's to the Springs place?

Answer. I have seen beef, pork, and mutton slaughtered here, and sent to the Springs place; I have known corn, flour, sugar, coffee, &c., to be sent there also; I do not recollect that I saw any thing weighed, or measured, or charged, that was sent to the Springs place.

Question by same. You say that the plaintiff's children lived with their grandmother; why were they kept there; and do they continue to make that their home?

Answer. I would suppose they were kept there a good deal as company for the old lady; and also they were taken there to go to school; some of them are generally there, and sometimes all of them.

Question by same. Has this been the case since Mr. Hottle moved to the Pastures?

Answer. I believe it has.

Question by same. How many slaves has Mr. Crawford?

Answer. Over twenty.

Question by same. Do you recollect a woman named Polly, who belonged to Mr. Crawford, and died?

Answer. I do recollect that one he had purchased, as I understood from Pitman, died here, but I do not recollect her name.

Question by same. When did Mr. Crawford purchase the slaves Reuben, Murray, Margaret, and Bill?

Answer. I do not recollect the time, but it was not long before that woman died, probably some 3 or 4 years ago; may be longer, I will not be positive.

Question by same. Who has supplied Mr. and Mrs. Hottle with clothing?

Answer. I think they have generally obtained the wool for making them from here; there are some sheep there that I suppose Crawford claims, but I do not know; but I know the clothing for the negroes there were made here, (at Mr. Crawford's.)

Question by defendants. How were the circumstances of Hottle regarded by you when the plaintiff married his daughter?

Answer. I know nothing except from information.

Question by same. In what year did you first see the slave Susan at the plaintiff's; and how long was that before Hottle moved to the Pastures?

Answer. I do not recollect the year, but I would suppose ten years ago; (though I may be wrong in regard to the time that I first saw her here;) I think it was a year or two before Hottle moved to the Pastures.

Question by same. How long did the slave Susan remain at the plaintiff's at that time?

Answer. I do not know how long.

Question by same. Did she remain a week, a month, or how long?

Answer. I do not recollect, for I was here only occasionally.

Question by same. In what year did you first see Susan, Paul, and Lewis, at work at the plaintiff's home farm?

Answer. I do not recollect the year; but it was since Mr. Hottle moved to the Pastures, some six or seven years ago; the boys were small then.

Question by same. What kind of work were they doing; and how long did they remain at the plaintiff's?

Answer. I saw them in the cornfield dropping, covering, and hoeing corn; and at one time in the potato patch at work; I have frequently seen the boys doing little things about the house, along with the rest of his (Crawford's) negroes; I cannot say how long; they generally went back to Mr. Hottle's at night.

Question by same. Did the slave, Susan, remain the greater part of her time with the plaintiff since Hottle's removal to the Pastures?

Answer. She has been the greater part of her time at Mr. Hottle's to wait on Mrs. Hottle; but has been backwards and forwards, here and there; Mr. Crawford had another black girl, I think her name was Sarah, who staid at Mr. Hottle's a great deal too; I think she staid there

as much as a year at one time; another, an old woman, whose name I do not recollect, has generally staid there also.

Question by same. When was it that Sarah staid a year or the greater part of a year at the Springs place?

Answer. About two years ago, I believe.

Question by same. Where did Paul, and Lewis, and the other children of Susan, stay before 1832?

Answer. Generally at the Springs, on Mr. Crawford's lands.

Question by same. Has the slave Susan staid less or more at the plaintiff's since 1842, than she did before that time?

Answer. She has been more at Mr. Crawford's for the last year, I think.

Question by same. Do you mean to say that some other woman besides Susan was always at the Springs place, and has that been the case ever since Mr. Hottle resided there?

Answer. I believe some other has been there generally besides Susan; it may have been at some times that there was no other there.

Question by same. Did you say it was the habit of Susan, when at the plaintiff's, to return here at night?

Answer. No, sir. At some times she may have returned, but I know that she frequently stayed here.

Question by same. Did Paul and Lewis usually return from plaintiff's to the Springs place at night?

Answer. I do not know; I am not able to answer that.

Question by same. How long did you stay at each of your visits to the plaintiff's?

Answer. Sometimes I have been here a week at a time, and sometimes only a day or two, attending to the sick.

Question by same. When there was no sickness in the plaintiff's family, what would be the interval of time that would elapse before you would repeat your visits?

Answer. Sometimes I have been two months out of the neighborhood; but when in the neighborhood, I generally visited them every week or two weeks.

Question by same. Is Susan a valuable woman, or otherwise?

Answer. I would suppose she was a valuable negro.

Question by same. You have said that you have been absent from the neighborhood sometimes as much as two months, how often has this occurred in the last six or seven years?

Answer. It has not occurred more than once or twice.

Question by same. Have you sometimes known Susan's boys to return to the Springs place at night, after being at the plaintiff's?

Answer. I have.

Question by same. Have Paul and Lewis been as much at the Springs place since 1842 as before?

Answer. I would suppose about the same.

Question by same. How long has it been since the slave, Matilda,

3613.

was sent by the plaintiff to stay at the Eastham place, and what servant has supplied her place about the plaintiff's house?

Answer. I suppose it was last spring a year that Matilda went to the Eastham place; Susan has mostly supplied her place, and altogether, since Mr. Crawford sold a negro last summer, sometimes.

Question by same. When in a former part of this deposition you say you saw the slaves dropping and hoeing corn, do you mean to include Susan in the number; how was she employed?

Answer. No, sir. I rather suppose, at that time, she was at Mr. Hottle's; when I have seen her engaged here, she was at house-work.

Question by same. Ever since you have known Susan and her children, who has claimed them as his slaves, and controlled them as their master?

Answer. Mr. Crawford.

Question by same. At the time Mr. Crawford bought Susan and her children, what were his circumstances?

Answer. They have always been considered good; I have heard nothing to the contrary.

Question by same. Did it not often happen with you, when you visited the plaintiff's, that you only remained a part of a day or night?

Answer. Frequently so; and frequently I would stay several days.

Question by same. Do you undertake to say, that in a majority of your visits to plaintiff's you did see Susan and her children?

Answer. Not the majority; of late I have, but not so formerly; Susan has been here more since Crawford commenced farming the Eastham place than before.

Question by same. How do you know where Susan lodged when employed at plaintiff's?

Answer. I have seen her here late and early; she had some young children here, and I would suppose she lodged here.

Question by same. Had Susan young children at plaintiff's before or after 1842?

Answer. Before 1842, she had.

Question by same. Are you a married man?

Answer. I am a single man.

Question by same. Where have you been accustomed to spend a great part of your time when not engaged in visiting your patients?

Answer. I have boarded at Mr. Armstrong's, three miles from here, for the last 20 years, and I have spent more of my idle time here, at Mr. Crawford's, than at any other place.

And further saith not JOHN B. McCRORY.

Not having time to get through with the taking of these depositions on to-day, adjourned to meet at my office, in the town of Staunton, on the 29th inst., at o'clock, by consent of parties.

J. B. WATTS.

— o'clock, Tuesday, 29th Oct., 1844; met pursuant to adjournment.

Noah Dove, another witness introduced by the plaintiff, of lawful age and duly sworn, deposes and says:

Question by Hugh W. Sheffey, esq., counsel for plaintiff.

The defendants objected to the witness' former depositions being read to him, for the reason assigned in a former and similar objection. The deposition, however, was read at his request.

Are you well acquainted with the plaintiff, and how long have you lived in his employment?

Answer. I am well acquainted with the plaintiff; I think I was in his employment from June, 1838, till July, 1843, with the exception of sixteen or seventeen months of that time, say 14 months at one time, and 3 months at another.

Question by same. Do you know Susan and her children, and where have they been employed?

Answer. I know Susan and her children; I have seen them employed at the Home place, and at the Springs place also.

Question by same. Where were said slaves, Susan and her children on the day Mr. McCue, the sheriff, came to levy executions on them?

Answer. Susan and her two youngest children were at Mr. Crawford's, and Paul and Lewis and Margaret were at the Spring's place.

Question by same. Were you present at the time McCue came to Hottle's; if so when was it? And state what took place as well as you can now recollect.

Answer. I was present when Mr. McCue came to Hottle's; I think it was some time in December, 1842; I was just in the act of leaving Mr. Hottle's when I met Mr. McCue on the porch; Mr. Hottle invited him into the house, and I went in with them; I remained a short time and then returned to Mr. Crawford's; after I had been at home (Mr. Crawford's) some time, Mrs. Crawford sent for me and told me that she wanted me to go back to Mr. Hottle's, and tell him if he had not given bonds for the delivery of the negroes, not to do it, and that he did not know what he was doing; that he was giving security for property that did not belong to him; I went down and met Mr. Hottle in the yard, and told him what Mrs. Crawford had told me to tell him; I went in and told Mr. McCue what Mrs. Crawford had told me to say to Mr. Hottle; he was writing at the time, and got up off his chair and asked the gentlemen if they would sign any more bonds; as well as [I can] recollect no answer was made; he then said that "that had taught him a lesson which he never would forget; that when he came there he could have gone to the kitchen, levied on the negroes, and carried them off, but that he did not wish to use any *ruff* means as Mr. and Mrs. Hottle had always treated him well, for fear he might hurt Mrs. Hottle's feelings," as well as I can recollect.

Question by same. Did McCue see any of said slaves when he was at Hottle's?

Answer. I do not know that he saw any except Margaret, as she was in the room when he entered.

Question by same. Did he levy on Margaret whilst you were there?

3014.

Answer. Not that I know of; I do not think that he paid any attention to her at all; I think she went out of the room shortly after he came in.

Question by same. How long before Mr. McCue came had Susan been at Mr. Crawford's?

Answer. I think she had been there from about the first of June before.

Question by same. When was it that Mr. Crawford sent Matilda to the Eastham place.

Answer. It was some time in last winter twelve months. I do not recollect exactly at what time.

Question by same. How many slaves has Mr. Crawford, and how were they employed when you lived with him?

Answer. As well as I can recollect, he had twenty-one; they were employed at both places, the Home place and the Springs place; at different kinds of business, such as ploughing, mowing, chopping wood, hauling, harvesting, and so on.

Question by same. Did Mr. Crawford work both places with his hands?

Answer. I believe he did.

Question by same. Before June, 1842, how was Susan employed?

Answer. She was employed at the Springs place, and also at Mr. Crawford's?

Question by same. Who claimed Susan and her children, and acted as their master?

Answer. Mr. Crawford.

Question by same. Have you seen any others of Mr. Crawford's servant women at the Springs place at work; if so name them?

Answer. I have seen Charlotte, Matilda, and Sarah at work there at different times.

Question by same. Have you seen them, or either of them, there before June, 1842, at work?

Answer. I have seen Matilda and Sarah, I do not recollect that I saw Charlotte.

Question by same. Where and how were Paul and Lewis employed?

Answer. I have seen them employed at Mr. Crawford's and at the Springs place also.

Question by same. Did you ever work with Mr. Crawford's hands at the Springs place?

Answer. Yes, sir, I did.

Question by same. Who furnished necessaries and supplies for the Springs place? State all you know on the subject.

Answer. Mr. Crawford; such as flour, corn meal, and bacon, beef, mutton, pork, sugar, and coffee, turkeys, chickens, butter, molasses, oats, bedding, and chairs.

Question by same. Were any of these things weighed or measured when sent, or charged to Mr. Hottle?

Answer. I never saw any weighed, measured, or charged; I have

taken grain down there myself, and I did not measure it. I have also gotten sugar and sent down there, which was not weighed.

Question by same. Who did the blacksmith's work for the Springs place?

Answer. I did it, sir, at Mr. Crawford's.

Question by same. Was any account kept by you of the work done for the Springs place?

Answer. Not any.

Question by same. What has been the character of some of the negroes of the plaintiff for honesty, since you have known them?

Answer. The character of some of them has not been good.

Not having time to get through with the taking of these depositions on to-day, adjourned to meet on to-morrow morning, 9 o'clock.

J. B. WATTS, *Com.*

9 o'clock, Wednesday morning, 30th October, 1844.

Noah Dove being again called, appeared, and responded as follows:

Question by same. Do you know any thing of Mr. Crawford's receiving the proceeds of the Springs place? If so, state what.

Answer. I have seen him receive money from persons attending the Springs.

Question by same. You say you lived with Mr. Crawford from June, 1838, till July, 1843, except during some sixteen or seventeen months when you were absent; and that you worked on both the Home and the Springs place; did you, during that time, see any thing to induce you to believe that the two families were distinct from each other, and separately provided for?

Answer. No, sir; I did not.

Question by same. Whilst you lived with Mr. Crawford, state whether he and Mrs. Crawford were much from home?

Answer. Yes, sir, they were; Mr. Crawford, particularly, was a good deal from home; Mrs. Crawford was a good deal more at the Springs than any where else.

Question by same. From whom did the plaintiff get the slaves William, Reuben, Murray, and Margaret; how and when was it?

Answer. He got them from John W. Pitman; I do not recollect the time, but I think it was in January, 1839 or 1840; I was with him in town (here) when he got them, and helped him to take them home.

Question by same. What other slave did Crawford get at the same time, and what became of her?

Answer. He got a negro woman, whose name I do not recollect, but she died a short time after he took her home.

Question by Thos. J. Michie, esq., counsel for defendants. State the number of Susan's children, and their names, according to their ages.

Answer. She has five children—Paul, Lewis, Margaret, John, and the name of the other I do not recollect; I do not know that I have ever heard it; the other is a boy, the youngest.

Question by same. Do you live at either Crawford's or Hottle's now; if not, where do you now reside; and how long has it been since you removed from Crawford's or Hottle's?

Answer. I do not reside at this time at either Crawford's or Hottle's; I am living at this time at Mr. Wm. Ott's, 12 or 13 miles from Mr. Crawford's; I left Mr. Crawford's in July, 1843.

Question by same. State at what periods between June, 1838, and July, 1843, you lived away from Mr. Crawford's and Hottle's; and the place or places where you lived during your absence from Crawford's or Hottle's?

Answer. I went to Millborough in Bath county, in March, 1840, and lived there about fourteen months, or until June, a year from that time; I returned again to Mr. Crawford's, and remained there until the 1st October, following; I then went to Middlebrook, and remained there until the 2d day of January following:

Question by same. Was your home at Mr. Crawford's or at Mr. Hottle's during the time you lived with Crawford?

Answer. At Crawford's.

Question by same. How far is Crawford's from Hottle's?

Answer. About 1¼ miles.

Question by same. What was your general occupation during the whole time of your residence at Crawford's?

Answer. I worked at the blacksmith's business, and on the farm.

Question by same. Where were you residing in December, 1842, when Mr. McCue was at Hottle's to levy on slaves?

Answer. At Mr. Crawford's.

Question by same. What induced you to turn back and go to Hottle's house, when you met McCue as you were in the act of starting away?

Answer. I do not recollect at this time that there was any inducement.

Question by same. Did you not take a message from Mr. Hottle to Mrs. Crawford on that occasion, that the sheriff was levying on negroes?

Answer. No, sir; I did not.

Question by same. Did you not tell Mrs. Crawford the fact when you went home that the sheriff was levying on negroes?

Answer. I do not recollect that I spoke to Mrs. Crawford until she sent for me to go down.

Question by same. How long did you remain at Mr. Hottle's after McCue got there?

Answer. Some ten or fifteen minutes, as well as I recollect.

Question by same. What were they engaged at when you left there?

Answer. They were setting at the fire and talking.

Question by same. What were they talking about?

Answer. The conversation I do not recollect; I do not recollect any part of it.

Question by same. Did you not know before you left there that Mc-

Cue had come to levy on negroes; and that Hottles was to give bond and security for the delivery of them?

Answer. I did not.

Question by same. How long were you at Crawford's; and how were you located there before Mrs. Crawford sent for you?

Answer. I do not recollect how long I was there; I was in the blacksmith's shop when she sent for me.

Question by same. Who else went from Hottle's to Crawford's between the time you left the former, and the time at which the wife of the latter sent for you?

Answer. I do not know of any person.

Question by same. Don't you know that no body else did go?

Answer. I do not recollect that any body else did.

Question by same. How had Mrs. Crawford ascertained that Hottle was giving security for the delivery of the negroes?

Answer. I cannot tell how; I did not see any person that came from there, nor any one that went from Mr. Crawford's down.

Question by same. Had you not yourself aided in running off those negroes, between the time the sheriff got there and the time Hottle declined giving any further bonds?

Answer. I had not.

Question by same. Do you not know the fact that the negroes, Susan and her children, or some of them, were there, when McCue arrived, and that they were not there when Hottle declined to give any further bond?

Answer. Paul, Lewis, and Margaret were there when he came; but where they were when Hottle declined giving any further bond I do not know.

Question by same. Do you not know the fact that they were not there when Hottle so declined?

Answer. I do not know whether they were there or not; I did not see them.

Question by same. Did not McCue state the fact, that they were run off whilst he was there; and was it not admitted by Hottle, or was it denied by him?

Answer. Mr. McCue said he expected they were; I do not recollect that Mr. Hottle said any thing denying or admitting.

The plaintiff 's counsel objected to the foregoing question and answer as illegal.

Question by same. How long did you remain at Hottle's when you returned with a message from Mrs. Crawford?

Answer. I remained there until Mr. McCue left, but how long that was I can't undertake to state.

Question by same. With all your pretended intimacy with the affairs of Crawford and Hottle, will you say on your oath that you do not now know, either from your own observations at the time, or from the admissions of the parties there or since, whether those negroes were run off or not?

Answer. I do not know of my [own] part whether they were or not; nor do I know from information derived from Mr. Crawford.

Question by same. In your answer to one of the plaintiff's questions you say that you have seen Mr. Crawford receive money from visitors at the Springs; how often have you seen him do so, and how much?

Answer. A number of times, but I can't state how often; the amount I do not know.

Question by same. Do you mean to be understood that Mr. Crawford kept the Springs and settled with the visitors?

Answer. As to that I can [not] state whether he did or not; I have seen him settling with some of them, but whether he settled with all of them I cannot say.

Question by same. Was Mr. Crawford a regular resident at the Springs during the springs season of the year that you lived with him?

Answer. He was the two first seasons; the other seasons he was not so much there, but was there a good part of his time.

Question by same. Do you not know that Hottle generally attended to the management and conduct of those springs?

Answer. I do not know that he generally did; I have seen him attending to business there, and have also seen Mr. Crawford.

Question by same. Did you not say in your examination on this subject before the federal court, that Mr. Crawford was so much from home, that his wife sent money from the Home place to Mrs. Hottle's to be taken care of by Mrs. Hottle? Repeat what you said.

Answer. I believe I did, as near as I can recollect; she gave me the pocket-book; she took the gold out of the pocket-book and counted it; the amount was, I think, 70 or $75; but there was paper money, and silver in it also, but I do not know how much; she did not count that; she told me to take it down [and] give it to Mrs Hottle; before I started Mr. Hottle came up, and I gave him the pocket-book; we went down to Mr. Hottle's together; and as he stopped at his door, he handed the pocket-book to Mrs. Hottle, and told her that Mary had sent it to her with money in it for her to take care of; she took it and put it into a desk that was in the room; I think this was about two years ago this fall.

Question by same. *Don't* [do] you not know that Mr. Crawford, during the time you lived with him, was very little in the habit of doing business either at home or at the Springs?

Answer. He attended to his business at home entirely himself; Mr. Hottle did not exercise any authority there, or any control over the hands; Mr. Crawford at different times sent me and his hands to the Springs place to work, and when he was along, he exercised the control of them himself.

Question by same. Was there not a tavern kept open at the Springs place during the whole year, and every year; if so, who kept it?

Answer. As for my own part, I do not know whether there was or not; I suppose, however, that there was; travellers stopped there dur-

ing the year; I do not know of my own knowledge that license was taken out or not; Mr. Hottle lived there, but I do not recollect that I ever saw him receive pay from travellers; I suppose he kept it except during the springs season, when Mr. Crawford was there.

Question by same. Do you not know that there was a tavern kept open during the year, and each year, that you lived there at the plaintiff's (Crawford's) also?

Answer. I believe Mr. Crawford kept a house of private entertainment.

Question by same. Was Crawford's house closed during the springs season?

Answer. I do not know whether it was or not; I recollect that Mr. Hill staid, or boarded, at Mr. Crawford's during one of [the] springs seasons; and also of three persons staying there one night; but I do not recollect of any others.

Question by same. Do I understand you to say, on your oath, that you do not know whether Crawford's house (the Home place) was open for the entertainment of travellers during the springs seasons that you lived with him or not?

Answer. I could not state certainly that I did know, for I did not see him receive pay from any one.

Question by same. Did you live at Crawford's during the time that William Wendall, a blacksmith, was there?

Answer. I was at Mr. Crawford's when Mr. Windle lived in the Pastures.

Question by same. Did Windle live at Crawford's while in the Pastures; if not, where did he live?

Answer. He did not live at Crawford's; he lived about six miles from Mr. Crawford's; a while at the Hamilton place; and also a while at the Eastham place, about eight miles off.

Question by same. Did none of the Windles keep a blacksmith shop at or near Crawford's or Hottle's, at the time, or any part of the time, that you lived at Hottle's?

Answer. William Windle kept a blacksmith shop at the Hamilton place, about six miles from Crawford's.

Question by same. Did you at any time work with him at that shop; if so, how long?

Answer. I did; I went there in February, 1837, and remained there till May following a year.

Question by same. Do you know how he kept his accounts with Crawford and Hottle; whether separately against each, or against Crawford alone?

Answer. I do not know whether he kept their accounts separately or not; I heard Mr. Crawford tell Mr. Windle to do any work for Hottle, and that he would pay for it; but I never saw the accounts, and cannot say whether they were kept separately or not.

Question by same. Was not the evidence obtained from you before the federal court, about your taking the pocket-book mentioned in one

of your foregoing answers to Mrs. Hottle, drawn out by Hottle's counsel with a view of showing that the money in that pocket-book was the same loaned to Jos. McCutchen at Hottle's house; and did you not then locate the carrying of the pocket-book at a date shortly before the loaning of that money?

Answer. It was drawn out by Mr. Hottle's counsel, I believe by Mr. Fultz; I do not recollect that I located the conversation a short time before the money was loaned to McCutchen, for I did not know any thing about the loan to McCutchen.

Question by same. Did you not then say, at your first examination before Judge Pennybacker, that it had been then something over two years since you took the pocket-book to Hottle's?

Answer. I recollect that the question was asked me, but I do not recollect that I stated the time, or how long it had been.

Question by same. Who brought you here at this time as a witness in this cause—the plaintiff Crawford, or Henry Hottle?

Answer. Mr. Russel came after me first, sent by Mr. Crawford with a subpœna; but the weather was bad, and I, being unwell, told him that I could not attend then, but that I would go to town the next day, provided the weather should be fair; it rained and I could not go; Mr. Hottle came after me one day last week to attend at Mr. Crawford's on Saturday morning last, but I could not attend; Mr. Hottle came after me again last Monday to attend here on yesterday, which I did.

Question by same. Do you not know that said Hottle is the active man in the prosecution of this suit; and that said Crawford does not consider himself as having any interest in it?

Answer. I do not know whether Mr. Hottle is the active man in the prosecution of the suit or not, except that he came after me to attend as a witness; he did not tell me what part he took in it; I have never heard Crawford say that he had no interest in the suit.

Question by same. Do you not know that it was rumored in the neighborhood of Crawford and Hottle, or understood by them about June, 1842, that Hottle's creditors were about to levy upon Susan and her children?

Answer. I heard it spoken of some time in the summer [of] 1842, that his creditors were about to levy on them.

The plaintiff, by his counsel, objects to the foregoing question and answer, except so far as the rumor referred to is to the knowledge of the plaintiff, Alexander Crawford.

Question by same. Do you not know that it was in consequence of that rumor that Susan and her children were removed from Hottle's to Crawford's?

Answer. I did not hear any thing of the rumor until some time after Susan was at Mr. Crawford's; I do not recollect whether her children were there or not, but I think they were.

Question by same. Do you not know that Crawford and Hottle, or either of them, was apprised of the intention of Hottle's creditors to levy on the negroes; if so, by whom was that knowledge given to them?

Answer. I do not; I never did hear either of them say.

Question by same. Had not Susan generally resided at Hottle's before that rumor?

Answer. I believe she had, but I had seen her employed at Crawford's before that time.

Question by plaintiff's counsel. In going from the Springs place to the Home place, would a person come to the blacksmith's shop before reaching Crawford's house?

Answer. Yes, sir.

Question by same. Was it during the springs season that the plaintiff was mostly at the Springs place?

Answer. Yes, sir.

Question by same. Were you during the springs season always at the Springs place; and had you the opportunity of knowing who settled with all the visitors?

Answer. I was not; I had not.

Question by same. Have you not been examined twice in the Hottle bankrupt case?

Answer. I have.

Question by same. When Hottle came for you last week, and on Monday last, did he come on his own account or as the messenger of the plaintiff?

Answer. I cannot say whether he came on his own account, or whether he came as a messenger from Mr. Crawford, except from his own declaration.

Question by same. Have you ever heard Hottle assert a claim to Susan and her children as their master, or to any thing about the Springs place?

Answer. I never did.

Question by same. Did you know what were the views of Mr. Fultz when he asked you about carrying the pocket-book and money to Mrs. Hottle for safekeeping?

Answer. I did not.

Question by same. Do you recollect whether on the trial of the bankrupt case of Henry Hottle it was attempted to be proven that, from the character of Mr. Crawford's servants, his frequent absences, and other causes, it was not so safe to keep money at the Home place as at the Springs place in Mrs. Hottle's care?

Answer. I thought that that was the reason why Mr. Fultz asked me the question, but I do not know whether it was or not.

Question by defendant's counsel. Did not Hottle go after you to get you to give your former deposition taken in this cause at Hottle's house in 1843?

Answer. No, sir, he did not; it was either Mr. Crawford or Mrs. Crawford.

And further saith not

Two days. NOAH A. DOVE.

George Cook, another witness introduced by the plaintiff, of lawful age and duly sworn, deposes and says:

Question by H. W. Sheffey, esq., counsel for the plaintiffs. Were you acquainted with Henry Hottle in 1835; if so, how long before that had you known him?

Answer. I was acquainted with him in 1835; I have been acquainted with him ever since he came to the Mill place.

Question by same. What were the circumstances of Mr. Hottle for five or six years before 1835; would you have been willing to loan him money without security for several years before 1835?

Answer. I would not have loaned him money without security; I do not know what his circumstances were; I never made any inquiry that I recollect of.

Question by same. Was his credit good in the neighborhood?

Answer. I think not with his nearest neighbors.

Question by same. Did Henry Hottle ever offer to sell you the Mill property; if so, at what price, on what payments, and how long before he moved from the Mill place?

Answer. He did offer to sell me the Mill property at the price of $5,000; $2,000 in hand, and 500 a year, as well as I recollect; I cannot say exactly how long this was before he moved from the Mill place, but I suppose 12 months or such a matter.

Question by same. How long was it before he sold to Crawford, the plaintiff?

Answer. I do not know how long.

Question by same. Was Mr. Hottle anxious to sell?

Answer. He appeared to be very anxious, and insisted on my buying.

Question by same. Did you or did you not consider the price a high one at the time?

Answer. I thought it ought to be worth about $5,000; I thought it about a fair price for the property at that time.

Question by same. After Hottle sold to Crawford, the plaintiff, did you see Crawford, or his hands, working on the Mill place?

Answer. I do not recollect that I did.

Question by same. How far do you live from the Mill place?

Answer. About a mile.

Question by same. What occupation was Hottle most fond of an most engaged in?

Answer. He was knocking about at almost all kinds of business, and generally fond of wagoning.

Question by same. Is wagoning often a profitable business?

Answer. Well, I do not know, for I have never followed it a great deal myself, except hauling my own produce.

Question by defendants. Do you know of Hottle selling his mill and lands to Benjamin T. Reed in the year 1833?

Answer. I do not.

Question by same. When was the offer of sale by Henry Hottle to you of the Mill place, of which you have spoken?

Answer. I do not recollect, but as well as I can *mind* it was about a year before he left the mill.

Question by same. Do you know in what year it was that Hottle sold his Mill property to plaintiff?

Answer. No, sir, I do not.

Question by same. Do you know how long Hottle remained on the Mill place after the sale to Crawford?

Answer. I do not recollect.

Question by same. Had not Henry Hottle a good property of slaves, horses, cattle, and stock of various kinds, before 1835?

Answer. He had some horses and some cattle, but not many of the latter; he had slaves also, and farming utensils of various kinds.

Question by same. Did you know of any incumbrance on the personal property of which you have spoken, at that time?

Answer. Not that I recollect of.

Question by same. Did not your unwillingness to lend Henry Hottle money in 1835, or for four or five years before, arise from a fear that you would not be able to collect it without trouble and delay, or that he would not be able to pay it at all?

Answer. I thought I would be put to trouble to get it, and a chance of losing it altogether.

Question by same. Did you regard Hottle's circumstances as good in 1835, or before his sale to Crawford, as they were for four or five years before 1835?

Answer. I knew but little about his circumstances.

Question by plaintiff's counsel. Was Hottle much pressed with debt at the time you speak of, that is, for several years before 1835?

Answer. I do not know except from hearsay.

And further saith not.

Just as the witness was about to sign his deposition he intimated that he thought he was mistaken in saying that Hottle offered the Mill place to him about a year before he removed from it; that it was about a year before he (Hottle) sold to Crawford, he intended to say, and now makes that correction.

Question by defendants. At the time of the offer to you by Hottle, did you feel inclined to purchase the Mill property, and did you feel yourself able?

Answer. No, sir, I did not; the mill did not suit me, and, too, I thought I was not able to purchase it; it would have put me more in debt than I wished to have been.

Question by same. Was not Benjamin T. Reed raised a miller, a good judge of property of that kind, and able to fulfil his contracts?

Answer. I do not know whether he was raised a miller or not; he attended Mr. Hottle's mills for some time. I cannot say whether he was a good judge of mill property or not, though I would suppose he was; I was not acquainted with his circumstances.

And further saith not

2 days. GEORGE COOK.

John W. Pitman, another witness introduced by the plaintiff, of lawful age and duly sworn, deposes and says:

Question by Hugh W. Sheffey, esq., counsel for plaintiff. Do you recollect purchasing from the plaintiff, Alexander Crawford, a negro man named Harvey; if so, at what price?

Answer. I did purchase of the plaintiff a man boy by the name of Harvey, at $750.

Question by same. Did you execute your bond to him for that sum, and how did you discharge the same?

Answer. I executed to him my bond for the $750, in the fall of 1839. In February, 1840, I sold him (Crawford) a woman named Polly, and her children, Bill, Margaret, and an infant, and another not a child of Polly's, named Reuben, at $725, which he credited upon my bond for the $750; and I gave him a credit for the balance, $25, on my account against him. Polly was unhealthy, and died shortly after Crawford got her; she was worth nothing, but rather an expense.

Question by defendants. Do you know any thing of a negro man named Joe, purchased by Henry Hottle; if so, when, and at what price, and from whom?

Answer. I sold him a negro man named Joe, whom I had purchased of Baskins, at $400; he (Joe) was, at the time I purchased him, under a recognisance of some $200 or $500, he having been before that time taken up for stealing and put to jail. Before I sold to Hottle I think Crawford spoke to me on the subject, but I am not certain that he did; Hottle went to the jail to see the negro, and I told him he might have him for $500. He asked me if I would not take $400. I told him if he would bring me a good horse worth $100, or somewhere along there, and $400 in cash, he might take him. The next day, I think it was, he brought the horse in; I tried him, and agreed to take, and the $400 for the negro. When we were taking him out of jail, I told him I must be indemnified to the amount of the recognisance alluded to, and we went around to Fultz's office, and he (Hottle) put into Fultz's hands some bonds which he (Hottle) said belonged to plaintiff, on persons living in the neighborhood of Churchville, I think, to indemnify me; I then executed a bill of sale to Alexander Crawford, I think, for the negro. When Hottle spoke of buying the negro, he said it would be for Crawford; Crawford, I think, has spoken to me, but if he had, it was so faint, that I did not much calculate on making a sale to him.

Not having time to complete the taking of this deposition on to-day, adjourned, by consent of parties, to meet at the law office of Hugh W. Sheffey, esq., in the town of Staunton, on Wednesday, the 12th day of March, 1845.

Wednesday, 12th day of March, 1845; met pursuant to adjournment. The said John W. Pitman, a witness introduced by the plaintiff, being under examination, and again called, appeared, and being interrogated, responded as follows:

Question by Hugh W. Sheffey, counsel for plaintiff. When you

bought Joe of Baskins, did you not agree to indemnify Baskins against damage on account of his recognisance?

Answer. Yes, sir, I was either to take the boy out of the country or to indemnify Baskins; and I think I gave him indemnity.

Question by same. Have you now any doubt as to having spoken to Crawford about the sale of Joe before you saw Hottle on the subject; if you did speak to Crawford on the subject, did you mention to him your price, and what?

Answer. I know he did speak to me on the subject before I saw Hottle, and I told him my price, which was $500.

Question by same. Do you recollect having told Crawford the conditions on which you had bought Joe, and that you must be indemnified?

Answer. I do not recollect that I did.

Question by same. How long after your conversation with Crawford was it that you saw Hottle on the subject of the sale of Joe?

Answer. I do not recollect positively as to the time, but it was some two or three days afterwards.

Question by same. When you spoke to Hottle first about the purchase of Joe, and he proposed that you should take a horse and $400, did you, on that day, mention the subject of the indemnity?

Answer. I must have mentioned it to Hottle, I think.

Question by same. Do you know whether the bonds deposited with Mr. Fultz for your indemnity were executed to Alex'r Crawford?

Answer. No, sir, I did not see them; Hottle told me he had some bonds to collect in the neighborhood of Churchville, but that he failed to collect them; and those bonds he left with Mr. Fultz; he mentioned that they were Mr. Crawford's bonds, and that Crawford had sent him by there (Churchville) to collect them.

Question by same. Who wrote the bill of sale for Joe?

Answer. I believe Mr. Fultz wrote it.

Question by same. How long after your first conversation with Hottle was it before he came in with the horse and money?

Answer. I cannot say, but it was some short time; it might have been the next day, or it might have been some two or three days thereafter.

Question by same. You have said that when you were taking Joe out of jail you named to Hottle the indemnity; do you mean to say that you then mentioned this subject to Hottle for the first, or that you then mentioned it again?

Answer. I cannot say that this was the first time I mentioned it to him or not; but I think it likely that I did mention it to him before; I am inclined to the belief that I had named it to both Hottle and Crawford; but I have no recollection on the subject; my memory is indistinct as to the time at which I mentioned the subject of the indemnity to Hottle; but I am distinct in my recollection that I had mentioned it to him at one time.

Question by Thos. J. Michie, esq., counsel for defendants. What re-

ply did Crawford make when you told him your price for Joe was $500?

Answer. I do not recollect.

Question by same. Did Hottle at any time offer you bonds or notes in payment for Joe; and if so, did he state who the bonds were upon?

Answer. He never did, that I now recollect.

Question by same. Were the bonds left with Fultz for the purchase of the Mill place, or what bonds were they?

Answer. I cannot say, for I did not see them.

Question by same. Do you know that the bonds left with Fultz as indemnity were Crawford's bonds, except from Hottle's information?

Answer. I do not.

Question by same. Do you, or do you not, know what became of the negro Joe, after you sold him to Hottle?

Answer. Nothing of my own knowledge; I heard Hottle say he lived with him.

The latter part of the answer is objected to by plaintiff's counsel, it containing the declarations of Hottle, who is not a party to this suit.

Question by same. In your conversation with Hottle, did he say any thing about holding bonds on Frymyer or Cline, which were given for the purchase of the Mill property; if so, what did he say about those bonds?

Answer. It appears to me, but something like a dream, that the bonds were on a man by the name of Kemper; I do not think they were on either of the names alluded to.

And further saith not

2 days. JOHN W. PITMAN.

Not having time to complete the taking of depositions on to-day, adjourned to meet at this office on the 15th day of March, 1845, by consent of parties.

15th March, 1845. Met pursuant to adjournment.

J. B. WATTS, *Com'r*.

Henry Hottle, a witness introduced by the plaintiff, being of lawful age and duly sworn, deposes and says:

Question by H. W. Sheffey, esq'r, counsel for plaintiffs.

(Before commencing the examination of the said Hottle, the defendant, Jefferson Kinney, appeared and objected to his being examined as a witness in this cause, because of incompetency and other causes.)

J. B. WATTS, *Com'r*.

When did you come to Virginia to live? State to the best of your recollection.

Answer. I came to Virginia to live in the year 1817.

Question by same. From whom did you get the Mill property on Middle river?

Answer. I got it from Philip Hottle, my brother.

Question by same. How did you trade for said Mill property?

Answer. I traded a tract of Ohio land, and agreed to give along with it $2,500 for the Mill property.

Question by same. Were you, at the time you made the trade with your brother, worth anything of any importance besides the Ohio land? If so, state what property or effects you had.

Answer. I had seven head of horses, an old wagon and carriage; the latter I sold for thirty dollars; I also had two beds and a few cooking utensils, along with about 100 lbs. of bacon; nothing more, except wearing apparel, that I now recollect. It has been 27 years since.

Question by same. Had you any money or bonds to enable you to pay the $2,500 you were to pay as boot money, or was that a debt on the property?

Answer. I had none; I borrowed money to get here with from Ohio. The $2,500 were a debt on the property.

Question by same. In what condition was the mill when you got it? And state whether you were at any expense in repairing it.

Answer. When I got the mill the wheels did not turn; Mr. Guding and many of my neighbors assisted me in repairing the dam, &c.; I was at great expense in repairing her.

Question by same. What business did you follow from 1817 to 1835?

Answer. I wagoned and milled; I rebuilt the mill, houses, &c., every thing anew.

Question by same. Did you trade in wheat and flour? If so, state whether you made money by your trades.

Answer. I bought 600 bushels of wheat [of] Major Samuel Bell, 200 of Francis Bell, 200 of George Willson, and some of others, amounting in all to 1,100 bushels, at $1 per bushel, on time, with the payment of interest from the date of the delivery of the wheat. Joseph Smith of this county got the greater part of the proceeds of this wheat in Richmond for money I owed him; he had sued me; he accounted to me, as well as I recollect, at $3 per barrel for the flour.

Question by same. Did you find your milling and wagoning business on the whole profitable to you or not?

Answer. I did not find it profitable.

Question by same. Who married your only daughter?

Answer. The plaintiff, Alexander Crawford.

Question by same. At the time the plaintiff married your daughter were you or were you not in debt? If so, state whether much or little.

Answer. Not long before the plaintiff married my daughter, the defendant, Reed, threw up to me that I was more in debt than I was worth, and compelled me to give him a deed of trust; I considered that I was in debt to the amount of what I was worth, and therefore could not object to give Reed the deed of trust.

Question by same. After the plaintiff's marriage, and between that time and 1835, state whether or no the plaintiff assisted you in any way. If so, state how.

Answer. He assisted me with money, horses, and beef to live on.

3021.

Question by same. Who made the settlement between yourself and the plaintiff Crawford in October, 1835?

Answer. Samuel Clarke, esq.

Question by same. Do you recollect whether bonds were produced before Mr. Clarke to sustain the charges against you in the said settlement?

Answer. All the bonds were produced.

Question by same. Had you executed to said Crawford the bonds he produced to be charged against you? If so, state whether you had received value for the respective sums contained in said bonds.

Answer. I had executed to said Crawford the bonds alluded to, and had received value for them.

Question by same. When were the bonds that were shown to Mr. Clarke (as they now are) written, and for what purpose; how did it happen that they were not written then as they now are, I mean the bonds here shown to you numbered 1 to 7 inclusive.

Answer. They were written some time before the settlement; I do not recollect how long; some of them were copied from other notes that were not plain, some of which had been written in pencil; three of the bonds were given for accounts taken out of the books against me, to the best of my recollection.

Question by same. Will you state whether you had received the consideration of said bond at the respective times they bear date?

Answer. I had.

Question by same. At the times said bonds were re-written as you have stated, did you or did you [not] design having a settlement with the plaintiff?

Answer. I did; that is what it was done for.

Question by same. What sum of money did you agree to pay to the defendant Reed for the rue bargain in the mill trade?

Answer. I agreed to pay him $250, provided he would wait with me until I became able to do so; that was the agreement, but he did not adhere to it, and I was sued.

Question by same. Do you mean to say that the agreement to wait until you were able to pay was written in the bond, or that it was a verbal agreement?

Answer. It was to have been put in the bond, but I was no scholar, and couldn't read it.

Question by same. Why did you rue bargain with Reed?

Answer. When I bargained with Reed he promised to give me certain paper on certain people; I gave him possession of the mill; the paper was to be due; he read the articles between us himself, and they were never read to me by any body but Mr. Reed himself; my understanding was that the paper was named in the articles, and was on Steenbergen, the old man, Collins, and some other persons whom I have forgotten; $2,000 on Steenbergen, $400 on Collins, (South river, as Mr. Reed told me) and $100 on the persons whose names I have

forgotten; I went to Mr. Bell, who held a lien on the property, and told him what Reed had given me for the property, and the kind of bonds he was to give me; and also Mr. Teaford, who held a lien on the land also; Mr. Bell told me that he would take the Steenbergen bond and release his deed on the land, and Mr. Teaford agreed to take Collins' bond as far as it would go, and the balance of his debt out of the Steenbergen bond after Mr. Bell's debt was paid. When the day of payment from Reed came around, he pulled out a handful of little papers on persons in Augusta, Nelson, and Albemarle, which were for store bills when he (Reed) was merchandising in Waynesboro' as he told me, and laid them down before Mr. George, who held the articles of agreement between us, and told him to count them up; I then told Mr. George to stop, that those sort of papers would not do me at all, and told Mr. Reed that they were not the papers I was to get according to our contract. I then named that I was to get the papers above referred to. He answered that he was to have gotten them in his wife's (Mrs. Reed's) legacy, but that he did not get them; and furthermore, that I was compelled to take any due paper. I told him I was not, and to have the articles read. He called on Mr. George to read the articles; Mr. George read them, and it was not stated in the articles what bonds he was to have given me. I spoke to Mr. George about it; he said he was no lawyer, but that he thought from the articles that I was in a bad fix. (All this was in the presence of Mr. Reed.) Then Mr. Reed and myself began to differ; I told him that that was not the contract as I had understood it, and that I was not going to take that kind of pay. Mr. George remarked, you had better go and see Mr. Bell, and Mr. Bell told me he would have nothing to do with any such paper as the paper tendered to me by Reed; I then returned to Mr. Reed and told him that Mr. Bell would not take the paper. He replied, I have possession of the mill and I will hold it; I turned round and walked off. He then proposed that if I would pay him $250 for a rue bargain that he would rue. I replied that I would not, that I was not able to do so. He then said, I won't press you for the money, but will wait with you until you get able to pay me. On this ground I agreed to give him the $250.

Question by same. Will you state whether you offered the Mill property for sale to any person or persons before you offered it to the plaintiff Crawford; and if so, at what prices?

Answer. I did; I asked $5,500 for the property, but no one would agree to give that sum for it; I offered the property to John Churchman, George Cook, David Cook, and Col. Joseph Brown.

Question by same. When were these proposals to sell made by you; how long before you sold to Crawford?

Answer. It was after I had taken the property back from Mr. Reed, and before I sold to Crawford.

Question by same. In the settlement of 8th October, 1835, read to you by the commissioner in part, you are charged with $25, amount

3022.

of your note assigned by Robert Knowles; to whom was that note given, and by whom was it paid?

Answer. It was executed by me to Robert Knowles, but paid and taken up by the plaintiff Crawford.

Question by same. Was that note before Mr. Clark before the settlement was made?

Answer. It was.

Question by same. What was the consideration of the note for $300, dated 15th February, 1831, and charged to you in said settlement?

Answer. For borrowed money; I recollect that I paid Bushrod & William Dabney, of Richmond, $100 of it; and Crump & Layton, of the same place, another hundred; and the balance to various other merchants.

Question by same. What was the consideration of the note for $130, dated 20th April, 1831, with which you are charged in said settlement?

Answer. For a horse, a bay, raised by Jacob Bosserman.

Question by same. What was the consideration of the bond for $80, dated 20th August, 1832, charged to you in said settlement?

Answer. For a horse.

Question by same. What was the consideration of the note for $93 36, dated 5th June, 1833, charged to you in said settlement?

Answer. For wheat.

Question by same. For what was the note of $80 given, which is dated 10th April, 1834, and which is charged to you in said settlement?

Answer. For a horse; it has been so long since that I do not recollect the color, but I think it was a gray.

Question by same. What was the consideration of the bond for $130, dated 7th October, 1834, and charged to you in said settlement?

Answer. For a bay mare.

Question by same. In said settlement you are charged with a bond for $40, dated March 24, 1835; what was the consideration of said bond?

Answer. It was for money borrowed to pay the constable who was after me.

Question by same. Do you recollect the consideration of the bond of $50, charged to you as the date of the 15th September, 1835, in said settlement?

Answer. I gave that bond for borrowed money; he had been below with a lot of cattle, and loaned me the money on his return, but I do not recollect now what I done with it.

Question by same. In the said settlement you are charged with the sum of $130, supposed to be the amount of a bond to John Armstrong; who paid off that bond? And state how the balance of said bond was finally recovered.

Answer. Mr. Crawford paid that bond; the last of it was collected by Mr. Bell, constable.

Question by same. At the date of said settlement you are charged

with $51 56¼, cash advanced by the plaintiff to you, do you recollect any thing about it? If so, state what you did with the money.

Answer. He paid it to me in Mr. Clarke's office, and I paid it out to various persons here in Staunton; it was known that I was about to break, and every man that could do so pounced down upon me; fifty dollars of it I saw him, plaintiff, borrow and receive from John Churchman.

Question by same. To whom did you sell Susan and her children, and for what price, and how was the money paid?

Answer. I sold them to the plaintiff at the price of five hundred dollars; four hundred and fifty dollars in cash down, and the residue when I acknowledged the bill of sale or receipt before Mr. Holland.

Question by same. Have you any recollection of what you did with the $450 paid to you by the plaintiff?

Answer. I paid it to Samuel Fletcher, the millwright, who repaired the mill; he afterwards removed to Illinois.

Question by same. Where did the plaintiff Crawford often keep his money and papers, and why?

Answer. He frequently brought his money and papers to the Springs place, and gave them to my wife. He also sent them there by Mr. Dove. He owned two negroes who were rogues, and who had frequently stolen his money and pocket-book, as I had understood. He afterwards sold both of them.

Question by same. Had you any claim to, or interest in, a certain sum of money loaned to Jacob Kunkle by the plaintiff Crawford?

Answer. No, sir.

Question by same. Had you any claim to, or interest in, a certain sum of money loaned by the plaintiff to Joseph McCutchen in the presence of John Churchman?

Answer. No, sir.

Question by same. Will you be so good as to state the circumstances connected with the purchase of the negro man Joe of Jno. M. Pitman?

Answer. Mr. Crawford, the plaintiff, was in town on a Saturday. He came home late in the evening. I went up to Mr. Crawford's the next morning, (Sunday) and told Mr. Crawford that he must pay Mr. Russell some money for work he had done on the Springs place. That evening, (Sunday) he sent a boy down to the Springs place to tell me that I must come up soon the next (Monday) morning. I went up the next morning accordingly, and he told me that he was tired of paying hirelings by the day, that it amounted to too much money. And he told me that he wished me to go to town that day and try Mr. Pitman, whether or not he would take less than $500 for a negro man, and to offer him $450. I did so. Pitman said he would not take the $450. I then asked him if he would take a horse in part pay; he said he would, if he could get him the next day. I told Mr. Pitman I would go back to tell Mr. Crawford. Crawford gave me the money and a horse, along with a note to Fultz. The pocket book containing the money and

the note I handed to Mr. Fultz. He then drew the bill of sale and paid Mr. Pitman the money, and I delivered him the horse.

The defendant, Jefferson Kinney, objected to the answer of the witness, so far as it relates to Crawford's conversations and declarations, the same not being legal evidence.

Question by same. In your conversation with Mr. Pitman the first day you saw him on the subject of the purchase of Joe, did Mr. Pitman say any thing about being indemnified? And if so, what.

Answer. He did. He said that Mr. Crawford must indemnify him. He, Crawford, put a bond into the pocket-book, and sent it to Mr. Fultz by me.

Question by same. Did you purchase Joe for yourself, or as agent of the plaintiff Crawford?

Answer. I purchased him for Mr. Crawford, not for myself, for I had nothing to purchase with. He gave me the money, and I purchased him as his agent.

Question by same. In whose possession have Susan and her children been since you moved to the Pastures?

Answer. Mr. Crawford had them at the Springs place taking care of his children. At times he had her up at home weaving.

Question by same. To whom did the Springs place and every thing about it belong?

Answer. It all belongs to the plaintiff.

Question by same. How old are you and your wife?

Answer. I was born the 14th day of January, 1781. My wife was born the 20th of December, 1782.

Question by same. Who supports and clothes you and your wife, and furnishes necessaries, &c., at the Springs place?

Answer. Alexander Crawford.

Question by same. On your oath you have taken, can you say that the plaintiff Crawford has in his hands any property or money belonging to or for your use?

Answer. Not one farthing, only what he pleases to give me.

Question by same. Was there on or before, or has there been since, the 8th day of October, 1835, any secret understanding or arrangement between yourself and the plaintiff Crawford, to the effect that he should furnish you money or other property in consideration of the smallness of the price charged for Susan and her children, or in consideration of any money or other property secretly put by you into the hands of the plaintiff Crawford?

Answer. None under *under* God's heaven.

The defendant, Jefferson Kinney, objects to the above question as illegal. Not having time to complete this deposition on to-day, adjourned to meet here on to-morrow morning, at 10 o'clock.

J. B. WATTS.

15th March, 1845. Met pursuant to adjournment.

The said Henry Hottle being again called, appeared and responded to interrogatories, as follows:

Question by defendants. Where did you first reside when you came to Virginia?

Answer. On the Mill place.

Question by same. When did you purchase the Mill place of Philip Hottle?

Answer. In the latter part of the year 1816 we made the trade.

Question by same. Was the $2,500 you were to give said Philip, in part payment of the Mill tract, to be made in one payment, or divided into payments? And if divided into payments, state them.

Answer. When we traded, he was owing a Mr. Jonathan Schofield and a one Brice Staritt, both of Ohio, but the amount I do not now recollect, but I think it was over $900. I paid those debts for him, the said Philip. When I was removing from Ohio, the sheriff followed for a debt I assumed to pay for said Philip, and I paid the debt. The balance of the $2,500 I paid to Joseph Smith and others.

Question by same. Did you execute your notes to the Ohio men, or to Philip Hottle, for any part of the said $2,500.

Answer. I did to both.

Question by same. At what time were the notes executed to the said Philip payable, and did you pay any part of them to the said Philip; if so, when?

Answer. To the best of my recollection the payments were spun out into four or five years. But when I came here, Philip was in debt for a mill which he had purchased of Joseph Smith, and was compelled to raise money; he picked upon the late Col. Wm. Abney, and I upon Major Bell, and they arranged how I should pay Smith and others their debts against the said Philip.

Question by same. Was there a balance left due to Philip, after the payment of the debts due to Smith and others?

Answer. I think there was nothing due upon the $2,500.

Question by same. What was the price agreed upon for the Ohio land traded to you by the said Philip?

Answer. There was no price fixed upon; it was just lumped in the trade, to the best of my recollection.

Question by same. What do you suppose the Mill place stood you in the trade?

Answer. Five thousand dollars was my estimate.

Question by same. When did you procure the deed, and what was the consideration named in it?

Answer. I am not able to say; I did not get the deed of Philip; I think I got it from Christ. Hottle; the consideration named in it I do not now recollect; it has been so long since it has been given.

Question by same. In what year did you purchase the wheat of Bell and others, of which you have spoken in the preceding part of your deposition?

Answer. I cannot state the year unless I was at home and see the mill books; I think it was a year or two years after I took possession of the mill.

Question by same. When did Alexander Crawford, the plaintiff, marry your daughter; and were you in possession of the Mill place, slaves, and stock from the date of that marriage to the date of the sale to said Crawford?

Answer. He married her, it appears to me, in July or August, 1830. Except the time that Reed had it, the slaves were there until I sold them to Crawford?

Question by same. Did you continue in the possession of the Mill place until Crawford sold to Cline?

Answer. I had no possession from the time I sold to Crawford; I lived there and attended to the business for him; I lived there until August, 1836, when Crawford moved me away; Crawford worked the place with his hands from the time he purchased until August, 1836.

Question by same. Did you give said Crawford or his wife any money or property between the date of their marriage and the sale of the Mill place to him?

Answer. I gave his wife a bed and a two-year old cow and calf.

Question by same. Are you altogether certain that you gave them nothing more?

Answer. I had given her a horse, but he paid me for him in wheat; I never did give Crawford anything, and I have named all that I ever gave his wife, to the best of my recollection.

Question by same. Describe the three bonds, which you stated in the preceding part of your deposition as having been given for accounts taken out of the books.

Answer. It has been so long that I do not recollect.

Question by same. Why was it that you did not unite the three charges and take one bond only for the same?

Answer. They were of different dates and different debts.

Question by same. How far did Bell and Teaford, who held deeds of trust upon your Mill place, reside from that place?

Answer. Teaford had no fixed stay, but boarded about and about, and was with me two years; Bell resided about four miles from the Mill place.

Question by same. Where did Steenbergen, on whom the $2,000 bond was, of which you have spoken, reside; and how far from the Mill place?

Answer. Reed told me he lived in Shenandoah.

Question by same. Was the contract between Reed and yourself for the Mill place read to you; if so, by whom; and was there a subscribing witness or witnesses to it?

Answer. It was never read to me by any one except Mr. Reed; Mr. Henry George, the subscribing witness, held out the paper to me, and asked if I acknowledged it. I replied, yes, I reckon so.

Question by same. When the contract was read to you by Reed, did you understand from its reading that the bonds on Steenbergen, Collins, &c., were referred to in said contract by name?

Answer. I thought they were named in the articles until Mr. George read them to me.

Question by same. Was the note for $250, of which you have spoken in the preceding part of your deposition, all that you were to give Reed for the rue bargain?

Answer. Yes, sir.

Question by same. Who drew that note, and was it read to you?

Answer. Mr. Reed himself.

Question by same. How was the rent of the Mill place, or the use of the mill and farm the time Reid had possession under the contract aforesaid, accounted for by him?

Answer. He never had possession of the place, but only the mill; he paid no rent whatsoever; he took all away with him; he had a miller hired.

Question by same. Did not the profits of the mill, during the period it was in Reed's possession, constitute part of the consideration of the amount given for the rue bargain?

Answer. Not one cent.

Question by same. Is the bond now here shown you, in the words and figures, to wit: $250. Twelve months after date I promise to pay to Benjamin T. Reed the sum of two hundred and fifty dollars; to which payment I bind myself, my heirs, &c., for value received. Witness my hand and seal this 13th day of February, 1834."

"HENRY HOTTLE. [SEAL."]

the same bond executed by you to said Reed for the rue bargain; and if so, was it read to you by said Reed before you signed it? And is it the same upon which suit was afterwards instituted in the superior court for Augusta county?

Answer. That is the amount for which I gave a bond to said Reed. I cannot say whether it is the same bond or not. It is possible that it is. I was sued upon a bond for that amount, and gave Jacob Newman for my bail. The bond I executed to said Reed was not read to me, but I saw the figures on the margin.

Question by same. Did you ever execute any other bond to the said Reed for that amount, to wit, $250?

Answer. Not to my recollection.

Question by same. Did you not, some time after the rue bargain, have a settlement with said Reed on account of the profits of the mill whilst he had it in possession?

Answer. I did not.

Question by same. Had you no other real contracts or dealings with him after the execution of the $250 bond?

Answer. I had no other dealings or contracts whatsoever with Mr. Reed after the execution of a bond for $250, that I now recollect.

Question by same. Were you so much displeased with him on account of your difference about your understanding of the contract, that you would have no farther dealings with him?

Answer. I was.

Question by same. Where was John Churchman residing when you offered him the Mill place, and did you hear him, the two Cooks, or Colonel Brown, or any one of them, say they or he wanted such property?

Answer. I suppose where he now resides. Mr. Churchman said I asked too much for the property. I cannot say that I heard them say they wanted such property. They came to the Mill place to buy it, and Colonel Brown brought James Bell along with him.

Question by same. How far did the plaintiff, Crawford, reside from the Mill place?

Answer. It is called ten miles.

Question by same. Did he reside on the Mill place after he purchased it; or did he move upon the Mill place along with his family after he purchased it?

Answer. He did not.

Question by same. What has become of note given by you to Mr. Knowles, and charged in the settlement made by Mr. Clarke?

Answer. I cannot say. I know that Mr. Clarke handed it to me, but I cannot say where it is now.

Question by same. What was the note of $80, dated 10th April, 1834, executed by you to said Crawford, charged in the settlement made by Mr. Clarke, given for?

Answer. It was given for a horse, I think.

Question by same. Do you recollect the color of the horse?

Answer. It was a sorrel, I think, and he was called Pete.

Question by same. For what was the note of $80, dated the 20th August, 1832, executed by you to said Crawford, and charged in said settlement, given?

Answer. I cannot state without seeing the note. This was the note given for the horse Pete. (The note was shown [to] the witness before he answered fully.)

Question by same. How do you ascertain from the inspection of the said note that it was given for the sorrel horse, Pete?

Answer. Because I know the note.

Question by same. How do you know it?

Answer. I noticed it when I gave it, and also when Mr. Clarke handed [it] back to me.

Question by same. Will you point out the difference between the above note of $80, and the other note of the same amount referred to in the settlement made by Mr. Clarke, and filed in this cause?

Answer. I always noticed that there was a line written underneath my handwrite to the note given for the sorrel horse, Pete.

Question by same. By whom was that line written, and when?

Answer. I cannot say.

Question by same. In whose handwriting is the note?

Answer. Mr. Crawford brought the note to me, and I acknowledged it. I do not know in whose handwriting it is.

Question by same. Was that note one of those taken from the charges in the book, or was it copied from a note previously given?

Answer. It was copied from a note previously given.

Question by same. Was the note of the 15th June, 1835, and endorsed below, say 15th Sept., for $50, drawn from a charge made in the book, or copied from a note previously given?

Answer. The $50 was borrowed money. I cannot say now whether it was from a charge taken out of the book, or whether it was copied from a note previously given.

Question by same. As to the note referred to in said settlement, dated 10th April, 1834, amount $80, was that from a charge in the book, or was it copied from a previous note?

Answer. I cannot tell, because I do not know.

Question by same. Was the note of the 24th of March, 1835, for $40, executed by you to said Crawford for a charge in the book, or copied from a note previously given?

Answer. I do not recollect.

Question by same. What was the note of the 7th October, 1834, for $130, executed by you to said Crawford, and referred to in said settlement, given for; and was it taken from an item contained in the book, or was it copied from a previous note?

Answer. It was given for a bay mare, and was copied from a previous note.

Question by same. What became of the mare and sorrel horse, Pete?

Answer. The mare died mine, and the sorrel horse I swapped away.

Question by same. Did you state in the preceding part of your deposition that the bond of the 24th March, 1835, for $40, was given for money borrowed?

Answer. I did.

Question by same. To whom did you pay that $40?

Answer. I cannot now say.

Question by same. Do you now recollect what you borrowed the $40 for?

Answer. To pay debts.

Question by same. Was it for any debt you had been sued upon?

Answer. To pay debts in the constable's hands in part, and part not.

Question by same. Did you pay it out at the time you borrowed it?

Answer. I cannot say whether it was that day or the day after, or two days afterwards.

Question by same. What was the name of the constable, and whose debt was it to pay?

Answer. I paid it to a constable in the lower part of the county, on this side of Waynesboro', and to a man on the other side of the mountain; he said he was a constable; he read the claim to me; it was just, and I paid it; he had no process against me; he said he lived in Waynesboro'; I did not know him.

Question by same. Was it you or plaintiff Crawford that was sum-

3026.

moned for the balance of the Armstrong note, charged to you in the settlement made by Mr. Clarke?

Answer. The plaintiff Crawford, I think; I know I did not pay it.

Question by same. Did you or Crawford go to Hogsheads to attend the trial of the summon for the Armstrong debt?

Answer. I did not go. I do not know whether Crawford went or not.

Question by same. Were you not summoned for the Armstrong debt?

Answer. I do not know; I never attended it any where.

Question by same. Did not the constable have an execution against your property for it, and endeavor to enter the house at the Springs place to levy it, and resisted by your closing the door?

Answer. No; not to my recollection.

Question by same. Did you not say to the constable that he should not enter the house to levy the execution; that there was a horse, (at the same time pointing to him,) to levy on him, or words to that effect?

Answer. I did not say any such words.

Question by same. Where were you, Churchman, and the plaintiff Crawford, at when Churchman loaned Crawford the $50 of which you have spoken in the preceding part of your deposition?

Answer. On the pavement, above Mr. Breckenridge's store, near a house which Churchman said he owned, to the best of my recollection.

Question by same. Did Crawford then hand over the $50 to you; and if so, what did you do with it?

Answer. He did not then pay it over to me. I paid it to different ones that day to whom I owed money.

Question by same. Name some of the persons to whom you paid it.

Answer. How many years has it been. Some 9 or 10, I think. I cannot mind to whom I paid it; I did not eat it, nor did I keep it.

Question by same. At what time of the day was it that Churchman loaned said Crawford the money?

Answer. That is more than I can say. It was after dinner, I think.

Question by same. You have stated in the preceding part of your deposition that you sold Susan and her children to the plaintiff Crawford for $500, and that $450 of which was paid in cash down. When was that cash paid?

Answer. It was paid when I sold him the negroes. It was some time in the year; I cannot say; I think it was in the early part of the year, some time before harvest; I know the children had the scarlet fever very bad at the time.

Question by same. Where did you first see R. H. Holland on the day you received the payment of $50 on the slaves sold to said Crawford?

Answer. In his own store, in the evening.

Question by same. Who was there besides Holland?

Answer. No one that I now recollect.

Question by same. Did you see Holland that day at any other place besides his store?

Answer. Yes, he locked the door and walked about with Mr. Crawford and myself; we sat down on an old log and talked.

Question by same. Did you see no one else there during the time you remained?

Answer. I did not that I now recollect.

Question by same. By whom was the bond executed which you brought to Mr. Fultz as indemnity to Pitman in consequence of releasing Joe from jail?

Answer. I do not know; I did not look at it. Mr. Crawford told me that there was a bond with pocket-book, and to give it to Fultz. I did not see it, and if I had I could not have read it.

Question by same. Was nothing said about the bond, as to whom it was on, or the amount, when Fultz and Pitman were adjusting the matter at his, Fultz's, office?

Answer. The plaintiff's counsel objects to the witness giving in his answer the declarations of Fultz and Pitman, they not being parties to this cause.

Answer. Not that I recollect.

Question by same. You have stated in the preceding part of your deposition that the Springs place, and every thing about it, belonged to said Crawford; from whom did the plaintiff Crawford purchase that place, and at what price?

Answer. He bought the place from Colonel Jos. Brown at public auction, and to the best of my recollection at $1,600.

Question by same. Were you present at the sale?

Answer. I was, and on the porch where the crowd stood.

Question by same. At what time did sale take place?

Answer. I have forgotten. It was 1836, 1837, or 1838.

Question by same. Was it before or after the sale of the Eastham place, under the deed of trust executed by you to John Churchman, for the benefit of Alexander Crawford and others?

Answer. I cannot say.

Question by same. Of whom did you purchase the slave Susan, the slave in controversy in this cause?

Answer. I purchased her of Samuel Clarke.

Question by same. Did she belong to Mr. Clarke, or did he sell her as the property of some one else?

Answer. I think he sold her as the property of some one else.

Question by same. Who was that some one else?

Answer. I believe she was the property of an old Mr. Pauley.

Question by same. Did you purchase any other slave at that sale?

Answer. I did not.

Question by same. Did you purchase any slave from Pauley or Clayton?

Answer. I did not.

Question by same. Did you ever own a slave named Charlotte?

Answer. I never did.

Question by same. In what year was it that you purchased Susan?

Answer. That I can't say. It was 16 or 17 years ago, one of the two, I think.

Question by same. Was the slave Susan present at the time of the sale?

Answer. She was not.

Question by same. Was she in Staunton?

Answer. She was not.

Question by same. *Was* all the accounts for beef, grain, blacksmiths' work, &c., &c., used at the Springs place, charged to said Crawford or to yourself, by the persons furnishing such articles, doing such work, &c.?

Answer. There was nothing charged to me, that I ever knew of. They always looked to him for the pay.

Question by same. Did you, at any time between the year 1835 and 1842, contemplate removing from the county of Augusta to the county of Harrison?

Answer. I did not.

Question by same. Did you at any time contemplate moving to the county of Harrison?

Answer. I never made any effort to do so. I knew I couldn't, for I had not money to do it with.

Question by same. Did you never state to any person that you contemplated removing to the county of Harrison?

Answer. I frequently said I would do so, if Mr. Crawford would remove. I have often said that my old woman and myself were both willing to go with him any day.

Question by same. Have you ever been to Harrison county?

Answer. I was there forty years ago; I travelled through it three years ago last August.

Question by same. Did you ever tell a man by the name of Peaco that you intended to remove to Harrison county?

Answer. I told him I would like very much to go if Mr. Crawford would. But I do not recollect that I told him I intended to go; I do not think I did tell him so.

Question by same. Did you not tell him that you would like to get your discharge in bankruptcy, and remove with your negroes to Harrison county?

Answer. I do not recollect that I called the negroes mine, for I do not do so unless in a fallal way of talking. He knew I had no negroes. I did tell him I would like to get my discharge in bankruptcy.

Not having time to complete this deposition on to-day, adjourned to meet here on Monday morning next at 10 o'clock.

J. B. WATTS, *C.*

Monday morning, the 17th day of March, 1845; met pursuant to adjournment.

The said Henry Hottle being still under examination, was again called, who appeared and responded to interrogatories, as follows:

Question by defendants. Where did you live during the years of 1837, 1838, 1839?

Answer. At the Springs place.

Question by same. Where did you get shoes made for yourself, family, and servants; were they charged to you or not?

Answer. When I was out of shoes I got money from Crawford and purchased others. Crawford paid for his own shoemaking. I got shoes made by Mr. Koonkle for Crawford's negroes at the Springs place, and he got some things at the Springs place, and were settled in that way; there was none charged to me that I knew of.

Question by same. Who did the blacksmith's work for the Springs place during the period of 1837, 1838 and 1839?

Answer. It was done at Alexander Crawford's shop. I do not [know] by what smith; he had different ones. I just sent the work there and it was done; I had nothing more to do with it.

Question by same. State some of the names of the smiths who worked for Crawford in the years 1837, 1838, 1839.

Answer. To the best of my knowledge old Warner Peters worked there occasionally in those years, and I think another by the name of McKeever, and also a man named Mellon; but that it has been so long since that I do not mind much about it.

Question by same. Was there no blacksmith in the neighborhood elsewhere than at Crawford's?

Answer. I do not recollect any nearer than six miles, except at Montgomery's and Irvine's furnace, which was some five miles off. The shop six miles off was worked by Fielding and Wm. Windle, at which Crawford got some work done.

Question by same. Were the Windles wagonmakers or blacksmiths?

Answer. Blacksmiths, I believe; I cannot say whether they were wagoners, too, or not.

Question by same. Did you yourself have any blacksmith work done by the Windles in the years 1837, 1838, and 1839, or not, for either the Springs place or the Dunlap place?

Answer. Mr. Crawford sent me there at least half a dozen times to have work done, not for the Dunlap place, but for both the Home place and the Springs place. When I was there doing nothing, he frequently asked me to go down to the shop for him.

Question by same. Was the work you had done charged to you or to Alexander Crawford?

Answer. I do not know; but not to me, I reckon, for I paid for none.

Question by same. Did you pay the Windles, or either of them, either in money or property of any description, on account of blacksmith's work done during the years 1837, 1838, and 1839?

Answer. If I paid them any, it was with property belonging to Crawford, and not with my own, for I had none; but I do not recollect of paying them any.

Question by same. When you had the work done, did the Windles ask whether it was for the Home place or the Springs place?

Answer. No, sir.

Question by same. Did any person except McCutchen and Koonkle borrow money of Crawford, which was obtained on the Springs place?

Answer. I cannot tell, for I do not know.

Question by same. Did you and Crawford, at any time since 1835, have any dispute or quarrel about your accounts or business?

Answer. We did not quarrel much, gentlemen, I assure you. He took horses from the Springs place and sold them, and put bad ones there for his hands to work.

Question by same. Was that the only cause of dispute between you?

Answer. All that I now mind of.

Question by H. W. Sheffey, esq., counsel for the plaintiff. Can you read writing in English, or write anything but your name?

Answer. I cannot, gentlemen, and I am sorry for it, for it has been my downfall in life.

Question by same. Is the receipt here shown to you, in the words and figures following, to wit: "Received, October 8, 1835, of Alexander Crawford five hundred dollars, in full payment for a negro woman named Susan, above twenty-six years of age, and her two children, Paul and Lewis; Paul about four years of age, and Lewis eighteen months.

"(Witness.) R. H. HOLLAND. HENRY HOTTLE."

the one given at the time Crawford paid you fifty dollars in the presence of R. H. Holland?

Answer. That is the receipt, sir.

It is hereby agreed by the respective counsel of the parties in this cause, that copies of the original bonds, referred to in the statement made by Mr. Clarke, and filed in the case of bankruptcy, shall be read, and avail as much in this cause, in the circuit superior court of law and chancery for Augusta county, as the originals themselves would, were they filed and read; as also a copy of the bill of sale. Or either party may use the originals, provided they can be procured.

Question by same. At the time Crawford married your daughter, were Paul and Lewis born? If not, state, as near as you can recollect, when they were born.

Answer. I think they were not born at the time Crawford married my daughter. I think Paul was born in March next following my daughter's marriage, and Lewis several years afterwards.

Question by same. At the time you first made the contract with Crawford for the sale of Susan and her children, were they in good health? If not, state what was the matter with them, and whether Susan has ever wholly recovered.

Answer. They were not in good health at the time; they had had the scarlet fever. I think Susan has never wholly recovered. She dare not go out into bad weather, or without shoes. Susan's child died with scarlet fever. Its name was Silas.

Question by same. You have said in a previous part of this deposition that Crawford worked the Mill place with his hands till August, 1836; who worked this place till the sale to Cline?

Answer. Crawford. He took his crop off, had his stock there, &c.

Question by same. In the settlement made by Mr. Clarke, you are charged with a bond for $75 46, paid for you to Daniel Fleisher, and also with a bond for $29 20, paid to same in bonds executed to Geo. Teaford; did the plaintiff Crawford pay those bonds, or did you afterwards pay anything on them?

Answer. Crawford paid them. I paid nothing on them.

Question by same. You have said that the bond for $80, dated 20th August, 1832, was given for the sorrel horse Pete; for what was the other bond of $80 given.

Answer. It was given, to the best of my recollection, for a grey horse.

Question by same. Is your recollection very good about dates?

Answer. No, sir. Not now any more. It was once.

Question by same. Who received the profits of the springs during the springs season? And state what they were, as well as you recollect.

Answer. Mr. Crawford. The first year he got the Springs in August, and made nothing. The second year, as well as I now recollect, he received during the springs season six hundred and seventy-eight dollars, or thereabouts. The third year, to the best of my recollection, he received five hundred and eighty-nine dollars; since then he has not received so much.

Question by same. Is the plaintiff Crawford a businesslike and careful man in keeping his accounts?

Answer. He is a business man, but not careful in keeping his accounts.

Question by same. When Crawford first advanced you the $450 on Susan and her children, state what privileges, if any, was allowed you with regard to said negroes?

Answer. The contract was, that if I could do any better with the negroes I should do so; Crawford said he had negroes enough, and gave me this privilege until he paid me the $50, and took the negroes home.

Question by same. Did you, after the first advance on the negroes, try to sell them to any one, and at what price?

Answer. I did; I offered to sell them afterwards to a man whose name I do not recollect, but who had purchased a negro woman, as he told me, of General Baldwin, at the price of $500. He asked me if the negroes were sound; I replied, they had had the scarlet fever; he cursed me, and said he would not take them into his crowd of negroes with that disease for $2,000.

Question by defendants. Did you try to sell them to any one else?

Answer. I did; but it has been so long since that I do not recollect who I offered them to; the disease was the objection with all to whom I offered them.

Question by same. What physician attended the negroes whilst they had the scarlet fever?

Answer. Dr. Cooper was one, and the other was a traveller who staid there about a week; his name I do not recollect, but I think it was Johnson.

Question by same. Where does Dr. Cooper reside?

Answer. I think he now resides in Covington, Alleghany county?

Question by same. Was there any receipt given by you to Crawford for the $450 paid on said slaves at the time it was paid?

Answer. Not that day; after that day I gave him a memorandum, (two or three months afterwards,) stating that I had received $450 on the negroes.

Question by same. State the time at which the memorandum was given by you to Crawford, and also state the time at which the $450 were paid you.

Answer. I received it in the year 1834; to the best of my recollection it was before harvest of that year. I gave the memorandum some time afterwards; I cannot tell how long; but it was some time before he paid me the $50.

Question by same. What has *been* become of that memorandum?

Answer. I destroyed it, like I have done, or do, many other papers.

Question by same. When was the memorandum given up to you by Crawford?

Answer. At the time he gave me the $50, and when I gave him the receipt for the $500.

Question by same. What were the contents of that memorandum, and how did it read?

Answer. I recollect that it was for the $450, but I do not recollect how it read; I am no scholar, and just heard it read.

Question by same. When did Crawford pay the bonds to Fleisher charged in the settlement referred to to you, and what has become of the bond on which there was a balance of $29 20 cents?

Answer. I do not know when it was paid, nor do I know what has become of the bond.

Question by same. Where does Daniel Fleisher now reside?

Answer. I cannot tell; he has been gone several years.

Question by same. Do you know at what time he moved, and where he purposed going to? If so, state.

Answer. He passed by the Springs place since I lived there, but the year I do not recollect; I recollect that his wife stopped to see my wife; I do not recollect where he purposed going.

Question by same. Where did Samuel Fleisher remove to, and at what time did he remove?

Answer. He told me, may be six months before he moved, that he intended going to Illinois, but at what time he removed I do not recollect.

Question by same. Was any part of the money taken in at the Springs place paid to you by visitors or travellers?

Answer. Yes, I stood there in the place of Crawford, some paid me and some paid him; the accounts were frequently made out by Crawford, and sometimes by his wife against persons at the Springs, and they were sometimes paid to me, and sometimes to him, and sometimes to her.

Question by same. Did Crawford and yourself come to town together the day the settlement was made between you by Mr. Clarke?

Answer. Not all the way; we met where the roads between here and the mill, about two miles from town, come together.

Question by plaintiff's counsel. Have you ever heard that Samuel Fleisher was dead?

Answer. I have.

And further this deponent saith not.

3 days. HENRY HOTTLE.

By consent of parties, the further taking of depositions in this cause, in behalf of the plaintiff, is resumed on this 21st day of April, 1845, at the law office of John D. Imboden, esq., in the town of Staunton, the parties defendants waiving the necessity of formal notice.

Daniel Wilson, another witness introduced by the plaintiff, of lawful age and duly sworn, deposes and says, as follows:

Question by J. D. Imboden, esq., counsel for plaintiff. Were you acquainted with Henry Hottle about the years of 1834 and '5; if so, what were his circumstances?

Answer. I was acquainted with Henry Hottle about the years alluded to; my own knowledge of his circumstances was very slight; I knew nothing of them of any consequence except from rumor; he owed me a small debt about that time.

Question by same. Did he not wish to purchase a horse from you about that time, and did you not refuse to sell him to Hottle without security? If so, state what were your reasons for wanting security for the price of your horse.

Answer. He did wish to purchase a horse from me about that time. He agreed to give me the price I asked for the horse. I required security, and he failed to give it; so he did not get the horse. My reason for requiring security was that I did not consider Hottle good for the money. This was the only reason I had at the time.

Question by same. Would you have been willing to trust Hottle for any considerable amount at that time without security?

Answer. I would not.

Question by same defendants. Was the application to buy the horse before or after Hottle sold his Mill property?

Answer. I think it was a short time before the Mill property went out of his hands; at any rates it was before Mr. Cline took possession of it.

Question by same. How far did you reside at that time from the Mill property?

Answer. We have always called it about a mile and a half.

Question by same. In the years of 1834 and 1835 was not Hottle

the owner of the Mill property, together with stock and other personal property?

Answer. I will not be positive that he was the owner of the Mill property, together with other property, in 1835.

Question by same. You have spoken of a refusal on your part to let Hottle have a horse unless he would give security; was that refusal based upon the fact that he had not property enough to enable him to pay; or was it because you thought he had not the disposition to pay; or both combined?

Answer. I did not doubt Mr. Hottle's disposition to pay. I knew he had a good deal of property at that time, but I believed he owed a good many debts, and I thought they might consume all his property before mine would fall due.

And further saith not
1 day. DANIEL WILLSON.

John Keller, another witness introduced by the plaintiff, being of lawful age and duly sworn, deposes and says:

Question by J. D. Imboden, esq., plaintiff's counsel. Were you acquainted with Henry Hottle in 1834 and 1835; if so, what were his circumstances?

Answer. I have been acquainted with Henry Hottle for the last twenty years; I always considered him from 1830 to 1835 to be broken up.

Question by same. Have you always considered Henry Hottle an honest man, one that would pay his just debts when able to do so?

Answer. Well I believe he has always been willing to pay; but if a man has not the means, he can't pay.

Question by defendants. By whom were you summoned to attend here as a witness in this cause on to-day?

Answer. Mr. Hottle came to see me, and told me that Mr. Fultz and Mr. Crawford wished to see me. I went to Mr. Fultz's office, and from there came here.

And further saith not JOHN KELLER.

James McClure, another witness introduced by the plaintiff, being of lawful age and duly sworn, deposes and says:

Question by plaintiff's counsel. Were you acquainted with Henry Hottle and Alexander Crawford before the year 1835?

Answer. Yes, sir, I was.

Question by same. Have you ever known Crawford to pay money for Hottle; if so, when, where, and how much?

Answer. I saw Crawford pay money for Hottle at two different times. It was in 1834; I think seventy dollars was the amount of the first he paid for him; a part of the money was gotten of me by Mr. Crawford to make change; I then lived with Daniel Moyers, in about a mile of Mr. Hottle's; the last sum was $50.

Question by same. What were Hottle's circumstances about the year 1834 or '5?

Answer. Well, sir, I thought Mr. Hottle pretty nearly broke; at that time he seemed to be pretty hard run, and the people were after him pretty nearly every day; and if I had been asked my opinion about his circumstances, I should have said he was pretty nearly broke.

Question by defendants. What change did you give to Crawford at the time you saw him pay the seventy dollars?

Answer. I do not recollect that; I could not recollect to save myself.

Question by same. To whom was the seventy dollars paid by Crawford for Hottle?

Answer. That I do not recollect. I did not expect then to be called upon as a witness; there were a good many persons there that day; it was a matter I did not feel at all interested in.

Question by same. To whom was the fifty dollars paid?

Answer. I believe the $50 *dollars* was paid to Michael Shirey, of Ohio; I am not positive, but believe so.

Question by same. In what month and year was it the sums aforesaid were paid?

Answer. It was not more than a week from the time the first was paid until the other was paid; but in what month I do not recollect; it was in 1834; I think in the fall.

Question by same. Do you know the amount Henry Hottle owed in the year 1835?

Answer. I do not.

Question by plaintiff's counsel. Would you have been willing to trust Hottle for any considerable sum without security in the year 1835?

Answer. I would not.

Question by defendants. When Crawford paid the fifty dollars to Shirey, and the seventy dollars, did he take up bonds on Hottle, or did he take receipts therefor?

Answer. He did not pay the seventy dollars to Shirey; the $50 *dollars* was counted down to Mr. Shirey; there was a good deal of confusion at the time, and I left; I never expected to be called on as a witness.

Question by same. Did Crawford, at the time of making the payments of fifty dollars and seventy dollars, take receipts, or any other evidence of payments, from the persons to whom he paid the money?

Answer. No, sir; not in my presence. The understanding was that the money was paid for Mr. Hottle; the second sum was, I know.

No further questions being asked, further this deponent saith not.

JAMES McCLURE.

By consent of parties adjourned until to-morrow morning, at 10 o'clock, a. m., when the further taking of depositions will be resumed.

J. B. WATTS, *Com'r.*

3031.

Tuesday morning, 22d April, 1845; met pursuant to adjournment.

Joseph McCutchen, another witness introduced by the plaintiff, being of lawful age, and duly sworn, deposes and says, in answer to interrogatories, as follows:

Question by J. D. Imboden, esq., counsel for plaintiff. You have heard the deposition of James Berry read by defendant's counsel. Did you ever have such a conversation as that recited in his deposition with him, (Berry;) if so, what passed in that conversation?

Answer. I have never had any conversation with James Berry about the Crawford matter in any shape whatever.

Question by same. Berry states, in his deposition, that you had told him in the year 1841, that you paid Henry Hottle $100 on a Sunday. Did you tell Berry that you had paid it on a Sunday, or have you ever paid Henry Hottle any money; if so, how much, when, and where?

Answer. I never paid Henry Hottle a cent of money in my life, and I never have told Berry that I did.

Question by same. Berry states, in his deposition, that, some time previous to the year 1841, you told him you had gotten into a difficulty with Lockridge and Craig as securities for Montgomery and Irvine, and that you had borrowed money from Crawford and Hottle to pay the debt. Did you ever tell Berry you had borrowed this money from Crawford and Hottle?

Answer. I have never told Berry anything about the money.

Question by A. H. H. Stewart, esq., counsel for defendants. Did you ever say that Hottle had called on you for the money referred to in the foregoing questions?

Answer. I said here in the court-house that, some time previous to paying the $100 to Crawford, Hottle saw me, and asked me if I could get some money for Crawford; that Crawford would need some money some time about September.

2d. Was there any thing like secrecy observed by you in regard to the transactions between yourself and Crawford and Hottle?

Answer. No; there was never any secrecy; whatever we have done, we did publicly.

3d. Had you any other pecuniary transactions with Crawford and Hottle than the one you have referred to?

Answer. John Lockridge, Robert Craig, and myself got into a difficulty as securities for Irvine and Montgomery, and we obtained a loan of $160 from Mr. Crawford. Crawford and myself had a good many dealings together both before and since that transaction.

4th. Did Crawford buy your land at a sale made under a deed of trust, for the benefit of himself and others?

Answer. Yes; he purchased it for his own benefit.

5th. When was Mr. Crawford entitled to possession under that sale?

Answer. At the time of the sale, some time in August last, I believe.

6th. Do you still remain in possession of that land?

Answer. Crawford put his stock into it some day or two after the sale, and some time afterwards my son moved into it.

7. Are you now living on that land?

Answer. I live mostly on it; my wife and I inclined to live mostly with that son, and sometimes with our other children.

8. Were you indebted to the witness, Berry, about the summer of 1841?

Answer. No; I have not been indebted to Berry for ten years back.

Question by plaintiff's counsel. Are you acquainted with the Eastham tract of land belonging to Crawford? If yea, be pleased to say how long you have known it, and what you considered its value as far back as 1835.

Answer. I was raised in about a mile from that place; I would say it was worth about seven dollars per acre.

Question by defendant's counsel. Do you state upon the oath you have taken that the Eastham land would bring seven dollars per acre, or would have brought it in 1835?

Answer. It ought to have brought it; but I do not know whether it would have done so or not. Sometimes land will not bring anything like what it is worth. Messrs. Woodward gave $9 for their lands adjoining, and I think it, the Eastham tract, inferior to theirs a little.

Was your land or the Eastham tract the most valuable?

Answer. I think they are about of one and the same value.

What was your land sold for per acre when Crawford bought it?

Answer. He purchased it for $510; the tract contains 164 acres, which, at $510 for the whole, would be about $3 10 cents per acre.

What was your tract, which Crawford bought, valued at by the commissioners who made the last general assessment?

Answer. Well, I really do not recollect?

Question by plaintiff's counsel. Did Crawford buy your land at public bidding; if yea, how many persons were present, and whether the sale was for cash?

Answer. He purchased the land at public sale. There might have been a hundred persons there or upwards. The first payment *were* to have been made the 1st day of January next ensuing, and the remainder of the purchase money was divided into two equal annual payments.

And further saith not

JOSEPH McCUTCHEN.

James McCutchen, another witness introduced by the plaintiff, being of lawful age and duly sworn, deposes to interrogatories as follows:

Question by plaintiff's counsel. Be pleased to state whether you are acquainted with the Eastham tract of land belonging to Crawford; if so, how much do you suppose it to be worth per acre as far back as the year 1835?

Answer. Well, I thought it ought to have been worth between six and seven dollars in 1835; it could have been sold at that; it is not worth so much now; land has fallen since then.

And further saith not JAMES McCUTCHEN.

William Crawford, another witness introduced by the plaintiff, being of lawful age and duly sworn, deposes and says:

Question by plaintiff's counsel. Examine the bond now shown you, bearing date 5th January, 1833, payable 1st February, for $93 36 cts., and which is filed among the papers in this cause, and say whether the same was executed by Henry Hottle; if so, state how it was lifted, and by whom?

Answer. I have examined the bond; it was the same that was executed to me by Henry Hottle; some time after it became due, I applied to Hottle for payment; he said he had not the money, and could not raise it; I told him that he must give me security or make the debt safe; and that if he would give me my brother, Alexander Crawford, for security, I would wait awhile for the money. Some time after this, Alexander gave me his own bond for the debt, and I gave him up the Hottle bonds.

Question by same. What were Hottle's circumstances about the year 1834 and 1835; did you consider him in good circumstances?

Answer. I did not consider him good, else I would not have required him to give me security for my debt against him.

Question by defendants. Did your unwillingness to trust Hottle result from your belief that he was unable to pay, or from your distrust of the fairness of the transactions between him and Alexander Crawford?

Answer. I believe, from the way he was going on, that he must break; I did not know then, nor do I know now, that he was putting his property out of his hands for the benefit of Alexander Crawford.

Question by same. Had not Hottle, shortly before that time, sold his real property to Reed?

Answer. It was long after the bond of Alexander Crawford to me was given that Hottle sold to Reed. It has been a long time since, and I do not recollect at what time he sold to Reed.

[Question by same.] Do you know whether the transactions, or any of them, of between Crawford and Hottle, were bona fide or fraudulent arrangements to protect Hottle's property?

Answer. I know nothing about their transactions at all.

[Question by same.] Did you at any time tell any of the defendants in this cause that you believed the transactions between A. Crawford and Hottle to be wrong, and request them not to introduce you as a witness in this cause?

Answer. I did at one time tell Mr. Kinney that I thought there was something wrong among them, and requested him not to introduce me as a witness in this cause.

The counsel for the plaintiff objects to this question on the ground that it is illegal.

Question by same. Are you a brother to Alexander Crawford, the plaintiff in this cause?

Answer. I am.

And further saith not WM. CRAWFORD.

Colonel James M. Lilley, another witness introduced by the plaintiff, being of lawful age and duly sworn, deposes and says:

Question by plaintiff's counsel. Do you know the tract of land designated as the Eastham land; if so, how long have you known it?

Answer. I do; I have known it a year or two.

Question by same. What is said land worth per acre now; and what do you suppose it was worth in the [year] 1835?

Answer. It is worth five or six dollars at this time; and that part said to contain one hundred acres, I suppose was worth the same in 1835; the other part I cannot say what it might have been worth in 1835.

Question by same. Did land sell higher in the year 1835, than it does now, 1845, or not?

Answer. I believe land sold higher in 1835 than it does now at this time.

Question by defendants. How far do you reside from the Eastham tract of land?

Answer. About twelve or thirteen miles.

Question by plaintiff's counsel. Have [you] ever been on the Eastham land; if so, how often, and for what purpose were you there?

Answer. I have been on the land three or four times, for the purpose of surveying the same and adjoining lands.

Question by defendants. Are you sufficiently acquainted with the land in question to say that it would sell for five or six dollars per acre; and if so, do you mean to say it would sell for that price in cash?

Answer. When I estimated the price at *price of* six dollars per acre, I did so at the usual payments, or one-third in hand, and the balance in three or four payments.

And further saith not JAMES M. LILLEY.

I have this day, agreeably to the enclosed notice, proceeded, at the house of George Welch, in the county of Augusta, to take the deposition of the said George Welch, which, when completed, will be offered to be read as evidence in the above case, depending in the circuit superior court of law and chancery for said county of Augusta.

The said George Welch, a witness introduced by the plaintiff, being of lawful age and first duly sworn, deposes as follows:

Question by plaintiff. How far did you live from Henry Hottle in 1833, 1834, and 1835?

Answer. I lived in less than a quarter of a mile of Mr. Hottle's in all three of those years. Our lands adjoined; his line ran near to my garden.

Question by same. Were you intimate in the family of Mr. Hottles?

Answer. Yes, sir; we associated and agreed well.

Question by same. Do you recollect the kind of personal property Crawford got of Hottle when Hottle sold out to Crawford? If so, describe the houses, and give their value at the time; also the wagon, and its value at the time; and also the cows, and their value at the time.

Answer. I was very well acquainted with the property at the time,

but it would be hard for me to say now what was its value. There was a bay horse with a blaze in the face, worth from $55 *and* $60; there was a sorrel horse, with a small blaze in the face, worth about $30; also a dun mare, worth from $10 to $15; and also a gray horse, worth from $20 to $25; there was a half-worn three or four horse wagon, but I am not able now to say what it was worth. There *was* either 4 or five milch cows, worth from $12 to $15 each; the cows were very fine, but I am not able to say what their value was at that time with certainty.

Question by same. Will you state whether before that time Hottle has sold off much valuable property, and for what purpose? Was Hottle disposed to pay his debts when able?

Answer. I know that he had sold off much valuable property before he sold to Crawford, but for what purpose I do not know. I cannot answer the last part of the question. I cannot say what a man's intentions are; he always paid me, I know.

Question by same. Do you recollect any thing of Hottle's negroes being sick in the year 1834? If so, state of what disease they were sick.

Answer. I recollect, as well as that it was but to-day, that the negroes were sick with the scarlet fever, and one of them, a boy, died. It was in the year 1834, I think. I do not recollect the name of the one that died; he was some three or four feet high.

Question by same. Will you state whether or no said negroes were sick in the year 1834 or 1835, or in both years?

Answer. I can't recollect whether they were sick in both years or not; I do not recollect that they were sick more than in one year (1834,) to the best of my knowledge.

Question by same. Who worked the Mill place after Hottles sold to Crawford?

Answer. Mr. Crawford and his hands worked it, and he hauled part of the corn crop out home, but how much I do not know.

Question by same. Who took away every thing from the Mill place when the family were moved to the Pastures?

Answer. Mr. Crawford was the manager in moving, and hauled with his team.

Question by defendants. How long did the negroes continue sick in the year 1834?

Answer. I can't recollect how long they were sick; but they were sick, off and on, for some time.

Question by same. Had the negroes entirely recovered before the summer of 1835?

Answer. Yes, sir, I suppose they had; they were sick all in one fall.

Question by same. From your acquaintance with Susan and her family, did you not regard them as a family of very valuable negroes?

Answer. As much so as any I have seen.

Question by same. Did not the same team, said to have been transferred by Hottle to Crawford, assist in carrying the corn from the Mill

plantation; and do you know, of your own knowledge, where the corn was taken to?

Answer. I think may be it did; but I know that Crawford's did. I do not know of my own knowledge where the corn was taken.

Question by same. The wagon and four horses of which you have herein spoken, did it not constitute the team which Hottle employed in hauling to and from Richmond?

Answer. No, sir. He employed a made-up team; one of those horses was in the team.

Question by same. What team did Hottle employ, previous to the made-up team, in hauling to and from Richmond; and what has become of that team?

Answer. The team he employed before he sold to a gentleman by the name of Liptrap.

Question by same. When did he sell that time, and for what price?

Answer. He sold it some time before he sold to Mr. Crawford, but how long I am not able to say; it was, though, some time. I do not know what he sold the team at.

Question by same. Was not that a team of fine horses, good wagon, and well fit for service; and what was the value of the team, including wagon, &c.?

Answer. It was a good team, and well fixed for wagoning or hauling.

Question by same. You have been asked by the plaintiff if Hottles was disposed to pay his debts when able; will you now state whether Hottle, shortly after the time it was said he sold to Crawford, told you any thing about covering up his property to prevent paying any debt, and what means he had for his support and that of his family?

Answer. He did not tell me any thing about covering up his property; but he said he had enough to live on.

Question by same. Did he then, or at any time thereafter, enter into any explanation to you of what his means consisted, where they were deposited or situated, and how he was to use them?

Answer. No, sir, he did not.

Question by same. Did not Mr. Hottle say to you that he had means enough left to keep his old woman and himself the balance of their days?

Answer. He told me he had enough to live on.

Question by same. Did you meet with Hottle shortly after, and did he not say he was broke?

Answer. I met with him after he failed, and he told me that he was broke. I replied, that it was much harder on an old man to begin again than it was for a young man; and then it was that he said that he had enough to live on yet.

Question by plaintiff. Do you know how many horses Liptrap got; did he get two, or more?

Answer. He sold Mr. Liptrap two horses; and one he sold to Mr. Kellar; and the other, the bay horse, he kept in the other team.

"I am requested to state that this question was asked by Henry Hottle."

3034.

Question by plaintiff. What went with the money gotten for the one sold to Mr. Keller?

Answer. It went to pay a debt due to Mr. Livick.

"This question was asked by Henry Hottle."

Question by defendants. How do you know that the proceeds of the bay mare sold to Keller went to the payment of the Livick debt?

Answer. Mr. Livick told me so.

Question by defendant, Jeff. Kinney, esq. It is stated in the deposition that questions were asked you by the plaintiff Crawford; is he now present at the taking of your deposition, or has he been present at any time since it was commenced; has Henry Hottle put questions to you which have been answered, and your answer recorded?

Answer. Mr. Crawford has not been present; Hottle put no questions to me except through the commissioner; my answers to those questions have been recorded.

Question by same. Who applied to you to give your deposition in this cause?

Answer. Mr. Hottle.

And further saith not

GEORGE WELCH.

I am requested by Hugh W. Sheffey, esq., counsel for plaintiff, to file the original interrogatories drawn up by him as exhibit A, as from indisposition and confinement he was unable to attend.

The plaintiff's counsel excepts to so much of this deposition as is of the declarations of Henry Hottle.

J. B. WATTS,
Commissioner.

Not having time to complete the taking of depositions on to-day, the same is adjourned until to-morrow morning, 11 o'clock, at the office of H. W. Sheffey, esq.

29th September, 1846; met at the office of H. W. Sheffey, esq., pursuant to adjournment.

James Lesley, another witness introduced by the plaintiff, being of lawful age, and first duly sworn, deposes as follows:

Question by H. W. Sheffey, esq. Will you state what you know of a bay horse named Tom, once the property of Henry Hottle; when you first knew said horse, whose property he then was, and whose he became?

Answer. The bay horse referred to belonged to Alexander Crawford in the year 1829; and some year or two after said Crawford's marriage to Hottle's daughter, said horse became the property of said Hottle; I am not certain as to the precise time, it may have been longer or a shorter time than the time already named.

Question by same. Was or was not that horse one of the horses which Crawford got of Hottle in 1835?

Answer. He was one of those horses.

Question by same. Why do you recollect that that horse belonged to Alexander Crawford in 1829?

Answer. In the year 1829, I sent to Alexander Crawford to borrow a horse, and he sent me that horse; I borrowed him to aid in hauling a pair of mill stones.

Question by same. Will you state what you may know of the price set upon the Eastham land before old Mr. Crawford's death?

Answer. Before old Mr. Crawford's death, he told me that I ought to buy the Eastham land, the price then asked, he said, was $1300, but that he thought it might be bought for a $1000 or $1100.

The defendants object to the declaration of old Mr. Crawford as not being evidence in the cause.

Question by same. At what price did the Eastham heirs hold the Eastham tract of land when you first heard it spoken of?

Answer. I have never heard any of the Eastham heirs say any thing about the price; all I know I derived from old Mr. Crawford.

Question by same. Why did you and Mr. Crawford speak of the Eastham land and its price?

Answer. Mr. Crawford thought I could do better on the Eastham land than where I then was, and that I might get a bargain in it.

Question by same. Whose son-in-law were you; and were you to buy the land yourself, or were you to be aided in making the purchase; if so, by whom?

Answer. I was a son-in-law to old Mr. Crawford; I do not recollect that he said any thing about aiding me in purchasing the land.

Question by same. Were you acquainted with Susan and her two children in 1835? If so, state what would have been a fair price for them in 1834 or 1835.

Answer. I knew them in (as well as before) the year 1835; I do not know that I am a judge of the value of negroes, as I never have purchased or sold any; but I thought that $500 would have been a high price for them; all I judge from, however, was the price at which some other negroes sold at in the neighborhood in the year 1834.

Question by same. What negroes do you *you* refer to as sold in the neighborhood in 1834? State the price.

Answer. I refer to a negro woman and two children purchased by William Crawford of Jane Trimble; all I know about the price I derived from William Crawford; but what he told me as to the price being objected to as evidence, I am not permitted to state it.

Question by same. You say you were acquainted with Susan and her two children; were you acquainted with the woman and two children bought by William Crawford; if so, which set of negroes did you consider most valuable?

Answer. I knew both set of negroes; I do not know as to the value that I would have made much difference between them, but I would have preferred William Crawford's, as I considered his woman as of more value than Susan as a house servant.

Question by same. State all you may know of the manner in which

the Springs place was supplied, and by whom; and by whom the Springs place was owned, and the property on it.

Answer. I know that it was supplied, in part at least, by Alexander Crawford; I have seen meat butchered at Mr. Crawford's, and taken from there to the Springs place; and I have also known bacon to be taken out of Crawford's meat-house and sent to the Springs place; I saw no weighing of either; the Springs place belonged to Alexander Crawford, and also, as I believe, the property on it; I have known grain to be sent from Mr. Crawford's to the Springs place; and when there was a great deal of company at the springs, I have known bread to be sent there from Mr. Crawford's also, together with table ware, &c.

Question by same. Was Miss Jane Trimble, of whom William Crawford purchased the negroes before alluded to, a relative to said Wm. Crawford?

Answer. No, sir; she was not.

Question by defendants. Previous to 1835, what opportunities had you of knowing the capability of Susan as a house servant?

Answer. I was back and forward a good deal at the mill of old Mr. Hottle, and saw her there; I but seldom went to the mill without going to the house also.

Question by same. Were not your visits to old Mr. Hottle's but casual and very hasty; were they for more than a few minutes at a time?

Answer. I was there very frequently; and quite frequently ate dinner there.

Question by same. What distance did you live at from Hottle's mill; and did you get your grinding done there?

Answer. It was called about four miles from my house to Hottle's; and I got part of my grinding done at his mill.

Question by same. In what particular qualities was Wm. Crawford's woman to be preferred to Susan?

Answer. As a cook and house woman.

Question by same. What personal knowledge had you of the plaintiff's ownership of the property on the Springs place?

Answer. All I know is, that Alex'r Crawford claimed the property as his own, and Hottle's never claiming it; Crawford gave it in to the commissioner as his property, and paid the tax upon it, and controlled it.

Question by same. Are you related to the plaintiff, Crawford? If so, state how.

Answer. I married a sister of the plaintiff.

Question by same. What time was it that the conversation alluded to, as having taken place between Mr. Crawford and yourself, occurred with regard to the purchase of the Eastham land?

Answer. I cannot give the precise time, but it was when one of the heirs was in to sell the land; it was one or two years, or it might have been longer, before he (old Mr. Crawford) purchased the land.

Question by plaintiff's counsel. Did that heir who came in to sell succeed in making sale at that time; if not, why not?

Answer. He did not effect a sale; and I understood from old Mr. Crawford that he was doubtful whether there could be a title made to it, as the heirs were much scattered over the country; and he said, too, that $1,300 cash was too much for it.

Question by same. Do you consider, from your knowledge of Susan before and since 1835, that you are acquainted with her character as a servant?

Answer. I have known very little of Susan since 1840; but before that time I knew her as well as I did any neighborhood servant.

Question by defendants. How did Henry Hottle estimate Susan and her children before the year 1835?

Answer. I do not recollect that I ever heard Hottle say any thing about a price for them, or of their qualities.

And further saith not JAMES LESLEY.

James F. Patterson, another witness introduced by the plaintiff, being of lawful age, and first duly sworn, deposes and says:

Question by plaintiff's counsel. Are you acquainted with the handwriting of Col. Jos. Brown? You have shown to you a bond marked (Z) in the words and figures following: "$249. I hereby bind myself, my heirs, and executors, &c., to pay to the order of Joseph Brown, twelve months after date, the sum of two hundred and forty-nine dollars, lawful money of Virginia, for value received, with interest on it from Christmas next until paid. Witness my hand and seal this 9th day of November, 1829;" in whose handwriting is it?

Answer. I have some general knowledge of Joseph Brown's handwriting; and his name in the bond exhibited to me I would have no hesitation in saying, if it was detached from the bond, is in his handwriting; and although I would not undertake to say that the whole was not written by him, I will say that it is not his usual handwriting; that it is more cramped, and has the appearance of more care than I have noticed in his handwriting.

Question by defendants. Is Col. Joseph Brown alive?

Answer. It has been some time since I received a letter from Col. Brown, but I have heard from him indirectly within a short time, and have no reason to give any other than an affirmative answer.

Question by same. From your knowledge of Col. Brown, do you now believe that he would have taken Henry Hottle's bond in Nov., 1829, payable twelve months after date, for $249, without security, unless he believed that Hottle was responsible for his debts; and did Colonel Brown live in Hottle's neighborhood?

Answer. From my knowledge of Col. Brown's business habits, I have no hesitation in saying that he would not have taken H. Hottle's bond for any sum, unless he had reason to believe that he was responsible; my want of knowledge of the residence of Hottle in 1829 does not enable me to answer the latter question.

And further saith not JAS. F. PATTERSON.

By consent of parties the following exhibit is filed herewith, to wit: "I do hereby certify," &c., in the handwriting of Samuel Clark, esq.

This is supposed to be the exhibit: "I do hereby certify, that by virtue of a deed of trust executed by Louis A. Pauley to me, bearing date the 1st day of May, 1819, for the purpose of securing the payment of a debt due from the said Pauley to James Cochran, and recorded in the county court office of Augusta, I have sold this day, before the door of the Wayne tavern, in the town of Staunton, a woman slave named Susey, with her infant male child, about two months old, for ready money, when Henry Hottle, being the highest bidder, became the purchaser at the price of three hundred dollars, the receipt whereof I do hereby acknowledge.

In witness whereof I have hereunto subscribed my name the 21st day of October, 1829.

SAMUEL CLARKE."

Not having time to complete the taking of these depositions on to-day, the further taking is adjourned over until to-morrow morning, 10 o'clock. J. B. WATTS, *Commissioner*.

October 1st, 1846. Met at the office of H. W. Sheffey, esq., pursuant to adjournment.

William Crawford, another witness introduced by the plaintiff, being of lawful age, and first duly sworn, deposes as follows:

Question by H. W. Sheffey, esq., counsel for plaintiff. Will you state whether you bought of Jane Trimble a negro woman and two children? State the age of the woman and her children at the time of the purchase.

Answer. I purchased a woman and two children of Miss Jane Trimble at $325 or $350, not exceeding, I know, the latter sum. The woman was sold to me to be but twenty-six years old; one of the children from three and a half to four years old, and the other one about eighteen months old. The older one a girl, and the other a boy.

Question by same. About what time did you purchase said woman and children?

Answer. In or about the year 1834. It might have been in 1833, but as well as my memory now serves me, it was in 1834.

Question by same. Was the woman you bought a valuable servant?

Answer. I own her yet, and I have always considered her as valuable as any other servant.

Question by defendants. Are you a relation to the plaintiff in this cause? If so, what is that relationship?

Answer. I am a brother to plaintiff.

Question by same. Were you not called upon to give evidence in this cause by one of the defendants hereto? If yea, what reply did you make him?

Answer. I was called upon, and my reply was, that I did not wish

to have anything at all to do with it, as that there was a relationship between myself and the plaintiff.

Question by same. Did you not allege, as a reason why you did not wish to be examined as a witness in the cause, that you thought there was something wrong in their (meaning Hottle's and plaintiff's) transactions?

Answer. At the time defendant Kinney spoke to me upon the subject of giving testimony in the cause, I remarked that I thought there was something wrong; some insinuations had been made to me by the miller of Hottle, and I thought from that insinuation there was something wrong between them, but I did not mention at the time anything to defendant Kinney as to what the miller had said to me.

Question by same. Have you not a bill of sale for the negroes?

Answer. I have a bill of sale for them.

Defendant Kinney objects to the first answer of witness Crawford.

Question by plaintiff's counsel. Are you in any way connected with Miss Jane Trimble?

Answer. I am not.

Question by same. You have said that at the time you talked with Mr. Kinney you were under the impression, from what you had heard from Hottle's miller, that there was something wrong between Hottle and Crawford; are you still of that impression?

Answer. I had a conversation with the miller afterwards, which removed that impression.

And further saith not WM. CRAWFORD.

James Trimble, another witness introduced by the plaintiff, being of lawful age, and first duly sworn, deposes as follows:

Question by plaintiff's counsel. Were you present at the time Jane Trimble sold a negro woman and two children to William Crawford? Did you see the purchase money paid? If yea, how much was paid for said woman and children?

Answer. I was present, and wrote the bill of sale. I saw the purchase money paid, $350, for the woman and two children.

Question by same. What were the ages of the woman and of the children at the time of the sale?

Answer. The woman was about twenty-six or seven years old, not more; the older child (a girl) about four years old, and the other (a boy child) about twelve months old, or under.

Question by same. In whose family was the woman raised, and was she a valuable servant?

Answer. She was raised by my father, and willed by him to my sister Jane. She was as valuable as any of her kind with regard to the business of a house; the Valley could not start a better cook than she was; and for anything connected with a house, such as washing, ironing, &c., and you may add baking, if you please.

Question by same. Was Miss Jane Trimble any way connected with William Crawford?

Answer. None earthly—only by old Adam.

Defendant Kinney objects to the above deposition of James Trimble.

Question by defendant. In what year was it that the sale of the negroes occurred?

Answer. It was in the year 1834, if my memory serves me right.

And further saith not JAMES TRIMBLE.

John Churchman, another witness introduced by the plaintiff, being of lawful age, and first duly sworn, deposes as follows:

Question by plaintiff's counsel. Will you state whether you were in Staunton on the 8th of October, 1835? If yea, did you or did you not on that day loan to plaintiff, Crawford, any money; how much? Have you, or have you not, frequently loaned him money, and in what way?

Answer. I have no distinct recollection on the subject. I have frequently loaned Mr. Crawford money; sometimes I took his bonds for it, and at times I did not; but whether I loaned him any on the 8th day of October, 1835, I am not able to say. If that was the day on which Mr. Clarke made a settlement for Hottle and Crawford, I have an indistinct recollection that (on that day) Crawford followed me from Mr. Clarke's office to I think the court-house square, and borrowed some money of me; but how much, whether $50, or more or less, I do not recollect.

Question by same. Were you at Mr. Clarke's office on the day you referred to; if so, for what purpose?

Answer. I was at Mr. Clarke's office on that day; I had taken insufficient security in a delivery bond, on an execution in my hands in the name of Parish & Co., of Richmond, against Hottle, and I went to Mr. Clarke's office for the purpose of getting Hottle, either by pursuasion or scare, to give me further and sufficient security; I understood that Crawford and Hottle were at Mr. Clarke's office for the purpose of making a settlement and giving deeds, &c.; Crawford became security for Hottle in the Parish debt in a bond to me, and gave Crawford a deed of trust on that day, to secure him on account of his liability. I was the trustee in the deed of trust. I am not able now to say whether Crawford joined Hottle in the bond to me, or whether Crawford executed his several bonds for the amount; I am inclined to think that Crawford gave the bond alone; at any rates he paid me the money.

Question by same. What was the value of Hottle's Mill place in 1835; what propositions for a trade for said mill were made to yourself? State all about it.

(Answer. In further answer to the question next preceding the last one, I will say that I am just this moment from the clerk's office of the county court, where I examined the deed of trust given by Hottle to me as trustee, to secure to Crawford his, Crawford's, liability and bond to me for the Parish debt and taxes; it was given on the 8th day of October, 1835, and the amount secured by it was $226 14½ cents.)

Answer. I think I have stated in a former deposition all I knew

about the value of the Mill property alluded to, and the propositions alluded to.

Question by same. Will you detail the circumstances connected with a loan of money made by the plaintiff, Crawford, to a certain Joseph McCutchen in your presence, the said McCutchen then being the security of Irvine & Montgomery?

Answer. I was deputy sheriff in 1841, and had an execution in my hands in the name of Samuel F. Gordon, against Montgomery & Irvine and Joseph McCutchen for upwards of $600; the execution was in the last stage, and the money had to be made. I went out to the Calf Pasture; stopped at Alexander Crawford's, and informed him that I then was on my way to the furnace of Montgomery & Irvine, and to McCutchen's to levy the execution, and that I wished him to go along with me; after some pausing he consented to go, and we went down to the furnace; Montgomery & Irvine not having enough property unincumbered upon which to make a levy, I found Joseph McCutchen, and told him, (showing him the execution at the time,) that the execution was nearly out of date, and that it must be levied unless he could pay it. He had a part of the money in hand, and applied to Alex'r Crawford to loan him the balance; Crawford said to him that he thought he could do so if he would go with him up to the old woman's; this was at dusk in the evening, and we went up to the Springs place to old Mrs. Hottle's. On entering the house, Mrs. Hottle lighted a candle, and Mr. Crawford asked her where that pocket-book was; she said it was in the desk; she unlocked the desk and took the pocket-book out of an inner drawer, and handed it to Crawford; Crawford opened the pocket-book and took out $300 and odd or $400 and odd; I know he did not take out enough the first time, and took out probably $20 more, and I do not recollect whether that paid the entire debt or not. I was requested to draw a bond for the money loaned to McCutchen by Crawford, and on taking up the pen to draw the bond I asked to whom the bond should be drawn, and Crawford replied, "to me." The reason why I asked the question to whom the bond should be drawn, I do not know.

Question by defendants. What was the date of the delivery bond of Parish, of which you have spoken; was John Merritt the security in that bond; if so, did you not know that said Merritt was insolvent at the time you took him in said bond as security for Hottle?

Answer. I do not recollect the date of the delivery bond. At the time I took Merritt as security in the delivery bond, I did not know that he had ever taken the oath of an insolvent debtor. I knew at the time I took him that if the debt should fall upon him he would not be good for it; he had however some little property. I felt very certain at the time that if the debt fell upon him he would not be able to pay it.

Question by same. You have stated that you have only an indistinct recollection of having loaned Crawford money on the day of the settlement you have spoken of. Did any money loaned Crawford on that

day, if any was loaned, constitute any part of the note executed on the same day by Crawford to you for $226 14½ cents?

Answer. It did not; the loan made Crawford, as indistinctly recollected, on that day, was after the note for the $226 14½ cts. was given.

Question by same. Did you take any other note from Crawford on that day?

Answer. I do not believe I did; indeed I feel very confident that I did not.

Question by same. Did the plaintiff, Crawford, about the year 1842, inform you that defendant Sowers, and others, intended to make an effort to get the money borrowed by McCutchen?

Answer. He never did that I now recollect; if he did so inform me, I do not now recollect it.

Question by plaintiff's counsel. You have said that you knew Merritt was not good for the amount of the Parish delivery bond at the time you took him as security; why then did you take him as security?

Answer. The execution was nearly out of date, and Hottle's assuring me that he had half the money on hand, and that he would pay the whole of the money the next ensuing week, and there being no other executions against him at the time, I took Merritt as security in the delivery bonds.

Question by same. Did you ever make any efforts to save the debt of John C. Sowers, the testator of the defendant Hugh J. Crawford? If so, state what, and with what success.

The answer to the above question is dispensed with, upon the suggestion that it is detailed in the witness's former deposition.

SHEFFEY, *P. q.*

Question by defendant. Was not the delivery bond, of which you have spoken, given only a few weeks before the settlement at Mr. Clark's office; had you more than one execution in the name of Parish against Hottle; and did you decline taking the one-half of the money stated by Hottle to be on hand?

Answer. It must have been given longer, as the bond was forfeited before the time of the settlement at Mr. Clark's office, already referred to. I feel confident that I had no other execution in the name of Parish against Hottle. I did decline taking the half of the money which Hottle stated he had on hand, because it was a standing rule with me not to take part without getting all on an execution in the first stage. And further saith not

J. CHURCHMAN.

James Lessley, George Welch, Wm. Crawford, James Trimble, and John Churchman claims each one day's attendance. James F. Patterson declines claiming his attendance.

JOHN B. WATTS, *Com'r.*

I hereby certify, that the foregoing depositions were taken, signed, and sworn to before me, at the times and places set forth in the caption thereto and the adjoining orders thereto.

J. B. WATTS, *Com'r.*

Commissioner's fee, 14 hours, at 62½ cents per hour - -	$8 75
Swearing six witnesses, at 12 cents - - - - -	72
Five certificates, at 18 cents - - - - - -	90
Certifying depositions - - - - - -	18
	$10 55

Depositions taken agreeably to notice on the 17th day of June, 1843, at the corporation office of the town of Staunton:

Question by D. Fultz, esq., counsel for plaintiff, propounded to John Churchman, a witness introduced by plaintiff, and duly sworn. Were you acting in the capacity of sheriff of Augusta county in the year 1835, and had you an opportunity of becoming acquainted with the pecuniary circumstances of Henry Hottle about the year 1835; had you executions against his property; if so, how were they satisfied? Do you know of any assistance afforded by the plaintiff, Crawford, to said Hottle, either in loaning him money, paying his debts, or buying in property for him? And please state anything else you may know on the subject.

Answer. I was an acting deputy sheriff of Augusta county in the year 1835, and I believe I had an opportunity of becoming acquainted with the pecuniary circumstances of Hottle. About the year 1835 I had an execution against his property in the fall of that year, a part of which I made by levy and sale of property; the balance of said execution was not made, as I was unable to find any property belonging to said Hottle to satisfy it. I do not know of any money loaned by Crawford to Hottle. I do know, however, that Crawford, in the fall of 1835, executed his note to me for the sum of two hundred and twenty-six dollars 14½ cents, it being the amount of a delivery bond in favor of Royal Parrish against Hottle, including some taxes, tickets, &c. I do know, also, that, at a sale made by me on the 3d of December, 1835, of Hottle's property under a deed of trust, as also under an execution, A. Crawford became the purchaser of many articles of property which he, Crawford, suffered to remain in Hottle's possession.

Question by same. Were any executions for the debts of the defendants, in this suit against Hottle, placed in your hands to collect or secure; if so, which of them, and when were they so placed in your hands, and what efforts did you make to collect them?

Answer. On examining the clerk's office of the superior court of law and chancery for Augusta county, I find from the execution book that two capias ad satisfaciendums were placed in my hands in the name of the defendant, Benjamin F. Reed, against Hottle, in the beginning of the year 1836; I have no recollection of having executed them my-

self upon Hottle; but, from the insolvent papers of that date, it appears that he took the oath of an insolvent debtor on the 9th day of February, 1836.

In the month of May, 1840, I think it was, an execution was placed in my hands in the name of defendant, Sowers, against Hottle, issued from the county court, returnable to the June court of 1840; in which execution I made the return of no property found. I have no distinct recollection of Smallshoffer's execution being in my hands. I made every effort, compatible with the duties of my office, to make these executions, but failed. The defendant, Sowers, had always been very friendly to me, and I therefore felt a deep solicitude in making his debt, and used greatly more than usual means to do so; indeed every means I could possibly think of, but failed entirely. I called time after time, and talked with both Hottle and Crawford, separately and apart from each other, about arranging or securing Sowers's debt, endeavoring to get Crawford to assume it; but with no success. I proposed to him, Crawford, that if he would assume the debt, I would, for Sowers, give him from 1 to 5 years' indulgence for the payment of it; but he refused to do so.

Question by same. Will you relate any conversation you have had with the defendant, Jeff. Kinney, in relation to the Smallshoffer debt?

Answer. I had a conversation with defendant, Kinney, about the Smallshoffer debt; in which conversation he informed me that he had an interest in the debt, and would be glad that I would make an effort to make the debt, either as an officer or as an individual. It does appear to me, that Mr. Kinney, at one time, gave me the execution; if he did not, he promised to do so; and I made every effort to find out any way by which it could be made, and told Mr. Kinney that I could find out no way whatever of making it. Mr. Kinney talked at one time of having an execution levied upon a wagon and team, or upon some negroes; but, on thinking upon the matter further, he declined having any levy made at that time.

Question by same. What negroes did he talk of levying on, and what advice did you give him?

Answer. He spoke of a black woman and children that he said was in the possession of Hottles; I did not encourage him in making such a levy.

Question by same. When had you seen the negroes alluded to in your visits to Crawford's and Hottle's.

Answer. I have seen negroes at both Crawford's and Hottle's; but I do not know that I ever saw the negroes in controversy, as I would not know them were I to see them.

Question by same. Do you know that Crawford's children staid most of their time at Hottle's after he, Hottle, removed to the Pastures?

Answer. I have frequently been at both Crawford's and Hottle's, and do not remember that I ever saw all of Mr. Crawford's children at home at any one time, but I have universally seen them, a greater or less number, at Mr. Hottle's. I believe I can safely say I have seen

a greater number of them at Mr. Hottle's at a time than I ever saw at Mr. Crawford's; they were going to school to a Miss Kenneday; I have been at Mr. Crawford's when I do not think there was more than one of his children at home, and that the youngest one.

Question by same. After Hottle removed to the Pastures was he charged with, and did he pay, taxes on any property?

Answer. Nothing, except one tithe.

Question by same. Who paid the taxes on the property occupied by Hottle?

Answer. Alexander Crawford.

Question by same. What was the value of the Mill property purchased by Crawford of Hottle?

Answer. Mr. Hottle offered it to me at five thousand dollars cash, but I declined his offer, nor would I to-day give five thousand dollars for it.

There not being time this evening to go through with the examination of Mr. Churchman, an adjournment is made to eight o'clock on Monday morning next.

J. B. WATTS, *Com.*

20th June, 1843; met pursuant to adjournment, and the said John Churchman, esq., being again called, appeared and responded to interrogatories as follows:

Question by plaintiff's counsel. In a preceding part of this deposition you have spoken of a sale made by you of Hottle's property under a trust-deed, and also an execution; be pleased to say for whose benefit the trust-deed and execution were, and how they were finally satisfied?

Answer. The trust-deed was executed to me in trust for the benefit of Alexander Crawford, to secure the note for $226 14½ cents, already spoken of in a preceding part of this deposition; the execution was in the name of Samuel Sterrett against Hottle, and had been transferred by Sterrett to Crawford; $135 77 cents nett were made upon the trust-deed on the 3d day of December, 1835, and $144 97 cents made on the execution; I do not know whether the balance upon each, the trust-deed and the execution, has ever been paid or not.

Question by same. Were you well acquainted with the plaintiff's circumstances in the years 1834 and 1835; if so, what were they?

Answer. I was not well acquainted personally with the circumstances of the plaintiff, but understood that he was in easy circumstances. He was a man whom I was willing to trust for any thing I had to sell, and as much as I had to sell.

Question by same. Had he command of money about that time?

Answer. I cannot say whether he had or had not money about that time; I would say he could have commanded any reasonable sum about that time; I considered him perfectly good.

Question by same. What were the circumstances of Hottle in 1834 and 1835?

3040.

Answer. On the 3d day of December, 1835, so far as I could find property, I sold him out and out, as I have already hereinbefore stated, even down to the sour-krout, apples, and cabbage.

Question by Colonel Crawford, counsel for, &c. Did Jeff. Kinney ever place Smallshoffer's execution in your hands as sheriff?

Answer. I do not recollect whether he ever did or not. He either did so or promised to do so, I do not remember which.

Question by same. Have you searched the records of the county court; and if so, did you find whether the execution ever had been placed in your hands?

Answer. I did examine the records of the county court and found that it had been issued, but not charged to me?

Question by Jefferson Kinney, one of the defendants. Did I ever have more than one conversation with you in which I made known my intention to levy Smallshoffer's execution on the negroes in controversy?

Answer. We have had more than one conversation about levying on the negroes and other property, but I do not recollect distinctly any conversation in which Mr. Kinney said positively he would levy.

Question by same. Did I not inform you, after March, 1842, that I intended to levy on said negroes?

Answer. I had a conversation with Mr. Kinney after March, 1842, in which he spoke of having the said negroes levied on; and he in that conversation, as well as I now recollect, inquired of me their names and description; neither of which was I able to give.

Question by same. Did I not, shortly after the conversation above referred to, complain that the negroes had been run off from Hottle's, and asked you if you had informed Crawford of my intentions to have them levied upon?

Answer. Mr. Kinney did, some time after that conversation, say the negroes had been run off from Mr. Hottle's, and asked me if I had told Crawford of his (Kinney's) intentions to have the negroes levied upon.

Question by same. Did you not, in the conversation above alluded to, state to me that if said negroes were levied upon, you believed that Crawford would produce Hottle's notes for every year's hire of them, or words to that amount?

Answer. I do not.

Question by same. Do you not recollect of informing me how you thought it was they got wind of my intentions to have the negroes levied upon?

Answer. I recollect of saying to Mr. Kinney that I heard that Bell, constable, had named at Middlebrook, at a warrant trying, that he wished he had a debt of $300 or $400 against Hottle, that he could make it out of those negroes.

Question by Col. Crawford. Have you any knowledge of a disposition by Hottle to defeat and avoid the payment of the judgments of Smallshoffer's administrator and B. T. Reed? If so, state all you know.

Answer. During the pendency of the Smallshoffer suit, I heard him, Hottle, say that he owed Smallshoffer nothing; but since the judgment was rendered, I have not heard him say any thing against it; I have heard him say he would not pay Reed's debt if he could help it.

Question by same. Have you any reason to believe that the sale made by said Hottle to Crawford, of the Mill property, was a *cover* and fraudulent? If so, state your reasons.

Answer. I have none.

Question by same. Did you sell, as trustee, the land conveyed by Crawford and wife to Hottle, in part consideration of the Mill property; if so, what did the sale produce?

Answer. I did sell, as trustee, a tract of land conveyed by Crawford and wife to Hottle, and by Hottle to me in trust for Crawford, and which I understood to be the land given in part payment of the purchase of the Mill property, on the 4th Monday in April, 1836, for the sum of $920.

Question by same. Who became the purchaser?

Answer. Alexander Crawford.

Question by plaintiff's counsel. What was the value of said tract of land, and did it not sell at a sacrifice?

Answer. I cannot pretend to say what the value of the land was.

Question by same. Had not the defendant, Sowers, a knowledge of said sale, and did he attend the same at your instance or suggestion?

Answer. He had a knowledge of the sale, and derived it from me; he did not attend the sale; the land was cried and sold in front of the post office, in Staunton.

Question by Col. Crawford. In your deposition you say you would not give $5,000 for the Mill property, lately owned by Hottle; does that refusal rest mainly on an aversion to hold property of that description, or was it founded on the conviction that it was more than the property was worth?

Answer. It is a kind of property that I am not well acquainted with the value of; but, so far as my knowledge extends, it (the refusal) rested upon both. And further saith not

JOHN CHURCHMAN.

Robert H. Holland, a witness introduced by plaintiff, of lawful age, and being first duly sworn, deposes and says as follows:

Question by David Fultz, esq., counsel for plaintiff. Will you examine the original receipt, of which the following is a true copy, to wit:

"Received, October 8th, 1835, of Alexander Crawford, five hundred dollars, in full payment for a negro woman named Susan, about twenty-six years of age, and her two children, Paul and Lewis; Paul four years of age, and Lewis eighteen months.

HENRY HOTTLE.

Witness: R. H. HOLLAND."

and say whether you are a subscribing witness to that receipt, and whether you were called on by Henry Hottle and the plaintiff to attest the same?

3041.

Answer. I wrote the receipt and also witnessed it; and I think I done so in the presence of both Crawford and Hottle. I am not certain, however, whether both were in the store at the moment or not. The request to witness the receipt was made of me by both Mr. Crawford and Mr. Hottle.

Question by Jefferson Kinney, esq., one of the defendants. Did you see the consideration money for the said slaves paid?

Answer. I saw but fifty dollars paid on that day. My impression is that I was called out of my store to witness the payment of the $50, and Hottle said that it was the balance of the purchase money of the negroes.

Question by same. Did you keep a store in the neighborhood of Hottle's mill; if so, at what time; and were you in the habit of lending money to the said Hottle?

Answer. I kept a store in about 35 or 40 steps of the house then occupied by Mr. Hottle, in the year 1835; I opened the store in the fall of 1834, and continued until the fall of 1837. I frequently loaned Hottle money previous to his moving out into the Pastures, though only small sums at a time, not exceeding $200 at any one time.

Question by Col. Crawford, counsel for, &c. Did you, at any time, require of Hottle security for the money you loaned to him?

Answer. I never did, that I now recollect of.

Question by same. Did you, before the 8th of October, 1835, hear Hottle speak of the Smallshoffer and Reed debts; if so, what did he say about them; did you hear him repeatedly declare that he would not pay those debts?

Answer. I have frequently heard him speak of both debts. I recollect that he made objections to the Smallshoffer debt, but I do not remember now what they were; but the Reed debt he said he did not think he ought to pay, and never would pay it if he could avoid it.

Question by same. Were not the women and children in controversy regarded as very likely and valuable in the year 1835?

Answer. I do not recollect of hearing any thing said particularly about the value of the woman and children; about that time I have heard Hottle speak of her as being a very good cook and good servant; and the older boy I considered quite sprightly and likely.

Question by same. Do you know whether, about the date of the sale of the negroes in controversy, they (the said negroes) had the scarlet fever or not.

Answer. I do not know any thing about their having the scarlet fever at any time.

Question by same. Were you not a boarder in the family of said Hottle about the time of said sale?

Answer. I was.

Question by David Fultz, esq., counsel for plaintiff. When the plaintiff bought the Mill property, did he take possession of it, and employ the negroes there.

Answer. I do not recollect whether Crawford took immediate pos-

session of the Mill property or not; he had the management of the mill, however, some time before he sold to Cline; his negroes were there frequently occupied on the farm, but they were not there constantly; there was a crop of corn on the land when Crawford purchased, and I think the negroes were there to work and gather it.

Question by same. After the plaintiff purchased Susan and her children, were they taken possession of by him; were they removed from the Mill place; if so, by whom?

Answer. I think the negro woman, and perhaps the children also; but I am not certain about the children, was or were taken out to Crawford's, and remained there some time; I do not remember how long, and returned again before Mr. Hottle removed to the Pastures; but by whom they were taken out I do not remember.

Question by same. Who removed Hottle to the Pastures, and who then took possession of the negroes?

Answer. Crawford's wagon was sent in from the Pastures, and took out, I think, the negro woman and children; there was a wagon at Mr. Hottle's, which, I think had been sold at a sale made by Mr. Churchman, and that was loaded up also and sent out; I cannot say, positively, which wagon the negroes went in.

Question by same. Who was the owner of the wagon you last spoke of?

Answer. I have no recollection of the ownership of the wagon; Mr. Crawford claiming every thing on the place after the sale.

Question by same. Did Hottle purchase any property at that sale you have spoken of?

Answer. Not that I recollect of.

Question by same. Were you well acquainted with the circumstances of the plaintiff about that time; and had he it in his power to aid Hottle in his pecuniary embarrassments?

Answer. I had not known Crawford more than about twelve months; from all I had heard and knew personally about his property, I supposed he would be able to pay for the Mill property if he should purchase it; he was able, I believe, from my knowledge of his means, to aid Hottle in his embarrassments.

Question by same. You say you went to keep store at Hottle's mill in the fall of 1834; do you recollect of hearing that the scarlet fever had been in Hottle's family, and that one of the negro children had died?

Answer. I heard something of the death of the negro child, but I don't know the cause of its death.

Question by Col. Crawford's counsel for defendant. Did Henry Hottle remain on the Mill property until a sale thereof was made to Cline?

Answer. I think he did.

Question by same. Do you know of your own knowledge that the negroes after the sale were taken to Crawford's, by him (Crawford,) or went there on a visit; and how long did they remain?

3042.

Answer. I do not recollect how they were taken there; nor do I know how long they staid.

Question by same. Did the death of which you have spoken occur before or after your removal to Hottle's?

Answer. I do not know when the child died; I recollect to have heard of its death, but cannot say whether it was before or after I went to Mr. Hottle's.

And further saith not

R. H. HOLLAND.

I hereby certify that the foregoing depositions were taken, subscribed, and sworn to before me, at the place and times set forth in the caption and adjoining orders.

J. B. WATTS, *Com.*

John Churchman, esq., is entitled to two days attendance, and Capt. Holland to one day.

J. B. WATTS.

Commissioner's fee, including time occupied by witnesses in examining the records of the different courts, and other documents, and waiting on counsel, &c., eleven hours, at 62½ cents per hour -	$6 87½
Two adjoining orders at 18 cents each - - - - -	36
Three (days) orders of attendance - - - - - -	54
Registering same - - - - - - - - - -	54
Amount due - - - - - - - - -	$8 55½
Notice 50; 2 spas. for H. 36; and one for C. 18c - -	1 04
Amount due - - - - - - - - - -	$9 59½

And now at this day, to wit, at a district court of the United States, for the western district of Virginia, held at Staunton on the day of May, in the year of our Lord one thousand eight hundred and forty-nine.

This cause coming on to be heard, on the petition of the assignee Points, the answer of the defendant Crawford, the depositions of witnesses, and exhibits filed therein, was argued by counsel. On consideration whereof, the court is of opinion that its jurisdiction to try the questions presented by the pleadings and evidence in this cause, which attached by virtue of the late bankrupt law, was not ousted by the exercise of jurisdiction of the circuit superior court of law and chancery for the county of Augusta, in the chancery suit instituted therein by the defendant Crawford, against sundry judgment and execution creditors of the bankrupt Henry Hottle; the papers in which case have, by consent of parties, been made exhibits in this cause. This court, not affirming, but expressly disclaiming, the pretension to exclusive jurisdiction in all cases arising under the late bankrupt law; fully conceding the rightful jurisdiction of the said State court to adjudicate the questions involved in the cause referred to; and conceding, too, the well-

established principle that, in cases of concurrent jurisdiction, the court which first exercises jurisdiction in any given case acquires the exclusive jurisdiction thereof; yet the court is of opinion that the powers and jurisdiction of this court, as a court in bankruptcy, are much more full and extensive than the jurisdiction which may be incidentally exercised in a State court; and that the plaintiff in this suit, (who was not a party to the suit in the State court,) as the assignee of the bankrupt Henry Hottle, representing not the bankrupt alone, but all his creditors, had a perfect right to invoke; and that, in fact, there was a peculiar propriety in his invoking, the aid of this forum to impeach not only the particular transaction which was the subject of controversy in the State court, but the sale and conveyance of the real estate of the bankrupt to the defendant Crawford, made on the 8th day of October, 1835. And as the said State court has, in a spirit of amity, declined to adjudicate the questions arising in the said case, and is understood to have announced its purpose to abide the decision of this court in the premises, no doubt is entertained that this court is invested with full and unrestricted jurisdiction to determine and adjudge every question involved in the present suit.

And the court, proceeding to dispose of the case on its merits, is of opinion that the plaintiff has successfully impeached the settlement entered into between the defendant and said Hottle on the 8th day of October, 1835, before Samuel Clarke. The relation existing between the parties; the pendency of suits for large claims against Hottle, which would inevitably ripen into judgments in a few weeks; the exhibition of seven bonds (see exhibits endorsed 1, 2, 3, 4, 5, 6, and 7 respectively,) purporting to have been executed at different dates, for different sums of money advanced by Crawford to Hottle, but which are now admitted by Crawford to have been all executed at the same time, in the same handwriting, and with the same pen, ink, and paper; the failure to disclose that striking fact when the papers were exhibited before Mr. Clarke; the non-production of the book containing the accounts from which it is alleged that the amounts of some debts were ascertained and their consideration shown; and the exorbitant price agreed by Hottle to be given for the Eastham tract of land, are so many badges of fraud, which, combined, are sufficient to satisfy the conscience and judgment of the court that the said settlement was the result of a fraudulent collusion between the said Hottle and his son-in-law Crawford; and, in the absence of any satisfactory proof of consideration repelling the strong presumption of fraud, arising from the circumstances under which they are produced, the court is of opinion that the defendant, Crawford, is not entitled to a credit for any portion of said bonds. The court is also of opinion that the nominal price of $5,000, which the defendant claims to have paid for the Mill tract of land on Middle river, was about the fair and reasonable value of said land, independently of the personal property thereby conveyed. It is about equal to the amount which Crawford received for said land from his vendee, Cline, (say $5,620, of which $2,500 were paid down, and

the residue in six equal annual instalments;) and although Cline subsequently sold the said land for a much larger sum, yet the enhanced price seems to have resulted from a general appreciation in the value of lands, and the improved management of the property in the hands of Crawford's vendee. The court is further of opinion that the personal estate conveyed by the deed of the 8th of October, 1835, by Henry Hottle and wife to the defendant, Crawford, consisting of a wagon and four horses, cows, &c., is shewn by the evidence to have been reasonably worth $300. The court is further of opinion that the price charged for the Eastham lands, as it is called in the settlement referred to before Samuel Clarke, was exorbitantly high, very greatly exceeding its value, and is, under the circumstances under which that settlement was made, a pregnant circumstance, tending strongly to establish a fraudulent and collusive combination between the parties. Although, in the opinion of some of the witnesses, the value of said lands approximated to the price agreed upon between the parties, a much safer practical test of their value than the conjectural estimates of these witnesses, is furnished to the court by the evidence in this cause. They were several times sold under circumstances well calculated to command their full value, and the highest price obtained was $920, at the sale made by the trustee, John Churchman, in June, 1842, when they were purchased by the defendant, Crawford, for the amount of the lien created by the deed from Hottle and wife, of the 12th of October, 1835, to secure the payment to the defendant of the balance appearing due on the settlement above referred to. The court is, therefore, of opinion that the defendant should only be allowed a credit of $920, as a just and fair equivalent for the said Eastham lands. The court is further of opinion, for reasons which will hereafter be apparent, that the credit allowed the said Crawford of $1,972$\frac{2}{3}$, in the settlement before Samuel Clarke, on account of the bond for $20, bearing date 10th January, 1835, and payable 1st January, 1836, be disallowed, the consideration expressed on the face of said bond being for the hire of the slave Susan for the year 1835.

The result of the views above expressed is, that by opening of the said fraudulent and collusive settlement of the 8th of October, 1835, and restating the accounts between the parties upon just and equitable principles; and after allowing the defendant credit for every item claimed therein which is either not controverted by the plaintiff, or has not in the opinion of the court been successfully impeached by him, the balance appearing due by that settlement, from the bankrupt Henry Hottle to the defendant Alexander Crawford, of $909 05$\frac{1}{2}$ is not only extinguished, but the said defendant is made the debtor of said Hottle in the sum of $1450 69$\frac{1}{4}$, as of the date of the 8th of October, 1835, as will more full appear by a statement of said accounts marked AA, hereto annexed as part of this decree; the court doth therefore adjudge, order, and decree, that the defendant Alexander Crawford pay to the plaintiff James Points, assignee of the bankrupt Henry Hottle, the aforesaid sum of $1450 69$\frac{1}{4}$, with legal interest thereon from the 8th

day of October, 1835, till paid; and leave is hereby granted to the said plaintiff to sue out a writ of *fieri facias*, or other writ of execution, to coerce the payment of the said sum of money; and the court is further of opinion that the said deed of the 12th day of October, 1835, from said Henry Hottle and wife to the said John Churchman, in trust primarily to secure the payment of the aforesaid balance of $909 05½ to the defendant Crawford, was made without valuable consideration, and with intent to delay, hinder, and defraud the just creditors of the said Hottle, and in contemplation of bankruptcy, and is therefore null and void, so far as it purports to secure said debt to the defendant. And the court doth order and direct that William H. Harman, who is hereby appointed a special commissioner for that purpose, do expose to sale, by way of public auction, on a credit of six, twelve, and eighteen months, at the front door of the court-house of Augusta county, or upon the premises, as he may deem most expedient, the two tracts of land in the said deed fully specified and described, after giving four weeks' notice of the time and place of sale in some newspaper published in the town of Staunton, taking bonds with sufficient security of the purchaser for the payment of the purchase money, and make report of his proceedings under this commission to this court at the next term. And the court doth further direct, that Master Commissioner John N. Hendren *to* take an account of the rents and profits of said last mentioned tracts of land from the 8th day of October, 1835, to the 8th day of October, 1849, after giving due notice to the plaintiff and defendant of the time and place of taking said account. But leave is hereby granted to the defendant to purchase said lands at the aforesaid price of 920 dollars, with legal interest thereon from the 8th day of October, 1835, till paid, by executing a bond with sufficient security for the said sum, payable to the plaintiff as assignee of the bankrupt Henry Hottle, in three equal instalments at six, twelve, and eighteen months; and if the said defendant shall elect to make said purchase on said terms within sixty [days] from the date of this decree, then the public sale of said land, and of the account of the rents and profits thereof, as hereinbefore directed, shall be dispensed with.

The court is further of opinion, from all the evidence in the cause, that the pretended sale of the slave Susan and her children by said Hottle to the defendant, evidenced by the bill of sale bearing date the 6th day of July, 1835, was a mere shift and device of the said parties to protect said slaves from liability for the debts of the said Hottle. The receipt for the purchase money of said slaves, which is exhibited by the defendant to establish his title to the slaves, is dated the 8th of October, 1835, the same day on which the settlement was made before Samuel Clarke. It purports to be a receipt for $500, but the attesting witness, R. H. Holland, deposes that only fifty dollars were paid in his presence; nor is there any proof in the record other than the statements of the defendant and said Hottle, that the residue of said purchase money, or any part thereof, was ever paid at all. It was surely incumbent on the defendant to prove, by independent and impartial testimony, that he had

3044.

paid the full amount of the stipulated price for slaves purchased under the circumstances of strong suspicion which surrounded the parties at the time of the alleged consummation of the sale. The continuity of the vendor's possession of the slaves was not broken; the vendor, though possessed of a considerable estate, was in embarrassed circumstances; and the very witness who was called upon by the parties to attest the payment of the purchase money, proves that the paper relied on to prove that payment is false in fact. The subsequent history of these slaves, as detailed in the voluminous testimony in the cause, does not, in the opinion of the court, tend to repel the strong presumption of fraud arising from the circumstances attending the said contract, and the execution of the receipt referred to above. Without deeming it necessary to determine the question so elaborately discussed at the bar, whether the price stipulated to be paid for these slaves was or was not so grossly inadequate as to create in itself a presumption of fraud, (a question with reference to which the testimony is very conflicting,) the court is of opinion, for the reasons above stated, that the said pretended contract was in fraud of the rights of the creditors of said Hottle, and absolutely null and void as to them. It is therefore adjudged, ordered, and decreed, that the said bill of sale be set aside and annulled, and that the title to the said slaves Susan and her children, as well those in being at the date of said contract as those subsequently born, is vested in the plaintiff as assignee of the bankrupt Henry Hottle. But as the court has reason to believe that the amounts already adjudged and decreed against the defendant will be nearly or quite sufficient to pay all the debts of the bankrupt Hottle, subsisting at the date of his discharge in bankruptcy, the plaintiff is hereby directed not to remove the said slaves from the possession of the defendant, or the said Hottle, provided that either of them shall execute to him a bond, with sufficient security, in the penalty of $1000, conditioned for the forthcoming and delivery of the said slaves, in the event of their sale being hereafter required to satisfy the claims of said Hottle's creditors. For the same reason, the court will not now direct an account to be taken of the hires and profits of said slaves from the date of fraudulent sales. And the clerk is hereby directed to endorse on any execution which the plaintiff may hereafter require him to issue against the estate of the defendant, in virtue of this decree, a credit of fifty dollars, as of date October 8, 1835; that amount having been advanced by the defendant to said Hottle on that day, as already stated.

From the decree aforesaid the defendant, Alexander Crawford prayed an appeal to the Supreme Court of United States, which is granted on his entering into bond and security in the penalty of eight thousand dollars, conditioned as the law directs. And the said defendant is allowed sixty days to execute the said bond.

Exhibit AA, made part of foregoing decree.

Alexander Crawford, to *Henry Hottle*, Dr.

Oct. 8, 1835,	To amount agreed to be paid for Mill tract		$5,000 00
	To value of personal property conveyed by deed, 8th Oct., 1835		300 00
	Cr.		$5,300 00
Oct. 8, 1835.	By H. Hottle's note to Knowles; see Mr. Clarke's statement	$25 00	
"	Interest on same to this date; see Mr. Clarke's sta't	10 84½	
"	By H. Hottle's note to Crawford, dated Jan'y, 1833; see Mr. Clarke's statement	93 36	
"	Interest to this date; see Mr. Clarke's statement	15 06	
"	By this sum paid Dan'l Fisher; see Mr. Clarke's sta't	29 20	
"	By this sum paid, same; see do	75 46	
"	By am't p'd James Bell, lien on Mill tract; see Mr. Clarke's statement	1,318 00	
"	By am't p'd Jacob Teaford, lien on Mill tract; see Mr. Clark's statement	300 00	
"	Int. on James Bell's claim above; see Mr. Clarke's statement	204 29	
"	By amount paid George Teaford, lien on Mill tract; see Mr. Clark's statement	448 00	
"	Discount to make deferred instalments due; see Mr. Clarke's statement	90 94½	
		357 05½	
"	By land called "Eastham place," at its real value	920 00	
"	By am't p'd Sam'l Clarke; see Mr. Clarke's stat	19 47	
"	By this sum, paid as surety to Jacob Teaford; see Mr. Clarke's statement	300 00	
"	By this amount, paid as surety to John Armstrong; see Mr. Clarke's statement	130 00	
"	By cash advanced	51 56¾	
			3,849 30¾
To this amount due Henry Hottle, with interest from 8th October, till pay't			$1,450 69¼

STATE OF VIRGINIA, *to wit:*

I, Erasmus Stribling, clerk of the district court of the United States, for the western district of Virginia, hereby certify, that the foregoing is a true transcript of the record, and all papers connected therewith, of the matter depending in said court at Staunton, between James Points, assignee of Henry Hottle, in bankruptcy, against Alexander Crawford; except such papers, or parts of papers, as were burnt or injured accidentally by the fire referred to in the foregoing record.

I further certify, that the bond and security required by the foregoing decree to be given by the appellant, Alexander Crawford, was duly executed on the thirteenth day of July, in the year 1849.

In testimony whereof I have hereto affixed my name, and annexed the seal of said court, at Staunton, this first day of December, in the year one thousand eight hundred and forty-nine, and in the 74th year of the independence of the United States.

[SEAL.]

ERASMUS STRIBLING,
Cl'k U. S. c't., W. D., Va.

Fee for transcript of record $168 00; charged to Alexander Crawford.

ERASMUS STRIBLING,
Cl'k U. S. c't., W. D., Va.

STATE OF VIRGINIA, *to wit:*

Among the records of the district court of the United States, for the western district of Virginia, held at Staunton, is the following, to wit:

Be it remembered, that at a district court of the United States, for the western district of Virginia, held at Staunton, on the sixteenth day of October, in the year one thousand eight hundred and forty-nine, came Alexander Crawford, by David Fultz, esq., his attorney, and filed in open court a petition in these words, to wit:

"To the Hon'ble John W. Brockenbrough, judge of the district court of the U. S., for the western district of Va., holden at Staunton.

Your petitioner, Alexander Crawford, respectfully represents to your honor, that, at the last term of this honorable court, an interlocutory decree was pronounced against your petitioner in a cause therein pending, in which James Points, assignee of Henry Hottle, a bankrupt, was plaintiff, and your petitioner was defendant; which, if carried out, will subject your petitioner to a heavy pecuniary loss, and fasten upon him the imputation of gross fraud and corrupt perjury.

In view of consequences so disastrous to the fortune and character of your petitioner, he humbly indulges the hope that this honorable court will grant him a rehearing of said cause.

Your petitioner is advised, that the facts developed in the cause do not clearly and satisfactorily establish the conclusion to which the court arrived, that there was an actual fraud committed by your petitioner and said Hottle in the transaction of the 8th of October, 1835.

It will be seen by the verdict of the jury rendered, and the decree of this court pronounced on the 20th day of May, 1846, in the matter of bankruptcy of said Henry Hottle, which are now referred to, and made a part of this petition, marked HH, that said Hottle was acquitted by the jury of all fraud against the bankrupt law; and this court, acting upon said verdict as conclusive of that fact, pronounced a decree discharging and absolving said Hottle from all his debts, and extending to him the full benefit of the bankrupt act; if, therefore, the conclusion of actual fraud were warranted, it must be taken, after said verdict and decree, that said Hottle was not guilty of any fraud against the bankrupt law; and if he were not guilty, then no rights whatever were conferred upon said Points as the assignee of said Hottle; and moreover, if said Hottle were not guilty, then it follows necessarily that your petitioner was not.

It will appear from the record that said Hottle was declared and decreed a bankrupt on the 3d day of May, 1842, and that the plaintiff's petition was not filed until the 11th May, 1844. Your petitioner is advised that, by the provisions of the 8th section of the bankrupt act, the plaintiff should have filed his petition within two years after the decree of bankruptcy; and that, as it was not so filed within two years, the petition must be dismissed.

Your petitioner is greatly aggrieved by said decree, and prays a rehearing of said cause, and for causes of error assigns the following:

Exhibit AA, made part of foregoing decree.

Alexander Crawford, to Henry Hottle, Dr.

Oct. 8, 1835,	To amount agreed to be paid for Mill tract		$5,000 00
	To value of personal property conveyed by deed, 8th Oct., 1835		300 00
	Cr.		$5,300 00
Oct. 8, 1835.	By H. Hottle's note to Knowles; see Mr. Clarke's statement	$25 00	
"	Interest on same to this date; see Mr. Clarke's sta't	10 84½	
"	By H. Hottle's note to Crawford, dated Jan'y, 1833; see Mr. Clarke's statement	93 36	
"	Interest to this date; see Mr. Clarke's statement	15 06	
"	By this sum paid Dan'l Fisher; see Mr. Clarke's sta't	29 20	
"	By this sum paid, same; see do	75 46	
"	By am't p'd James Bell, lien on Mill tract; see Mr. Clarke's statement	1,318 00	
"	By am't p'd Jacob Teaford, lien on Mill tract; see Mr. Clark's statement	300 00	
"	Int. on James Bell's claim above; see Mr. Clarke's statement	204 29	
"	By amount paid George Teaford, lien on Mill tract; see Mr. Clark's statement	448 00	
"	Discount to make deferred instalments due; see Mr. Clarke's statement	90 94½	
		357 05½	
"	By land called "Eastham place," at its real value	920 00	
"	By am't p'd Sam'l Clarke; see Mr. Clarke's stat	19 47	
"	By this sum, paid as surety to Jacob Teaford; see Mr. Clarke's statement	300 00	
"	By this amount, paid as surety to John Armstrong; see Mr. Clarke's statement	130 00	
"	By cash advanced	51 56¾	
			3,849 30¾
To this amount due Henry Hottle, with interest from 8th October, till pay't			$1,450 69¼

STATE OF VIRGINIA, *to wit:*

I, Erasmus Stribling, clerk of the district court of the United States, for the western district of Virginia, hereby certify, that the foregoing is a true transcript of the record, and all papers connected therewith, of the matter depending in said court at Staunton, between James Points, assignee of Henry Hottle, in bankruptcy, against Alexander Crawford; except such papers, or parts of papers, as were burnt or injured accidentally by the fire referred to in the foregoing record.

I further certify, that the bond and security required by the foregoing decree to be given by the appellant, Alexander Crawford, was duly executed on the thirteenth day of July, in the year 1849.

In testimony whereof I have hereto affixed my name, and annexed the seal of said court, at Staunton, this first day of December, in the year one thousand eight hundred and forty-nine, and in the 74th year of the independence of the United States.

[SEAL.]

ERASMUS STRIBLING,
Cl'k U. S. c't., W. D., Va.

Fee for transcript of record $168 00; charged to Alexander Crawford.

ERASMUS STRIBLING,
Cl'k U. S. c't., W. D., Va.

3065.

STATE OF VIRGINIA, *to wit:*

Among the records of the district court of the United States, for the western district of Virginia, held at Staunton, is the following, to wit:

Be it remembered, that at a district court of the United States, for the western district of Virginia, held at Staunton, on the sixteenth day of October, in the year one thousand eight hundred and forty-nine, came Alexander Crawford, by David Fultz, esq., his attorney, and filed in open court a petition in these words, to wit:

"To the Hon'ble John W. Brockenbrough, judge of the district court of the U. S., for the western district of Va., holden at Staunton.

Your petitioner, Alexander Crawford, respectfully represents to your honor, that, at the last term of this honorable court, an interlocutory decree was pronounced against your petitioner in a cause therein pending, in which James Points, assignee of Henry Hottle, a bankrupt, was plaintiff, and your petitioner was defendant; which, if carried out, will subject your petitioner to a heavy pecuniary loss, and fasten upon him the imputation of gross fraud and corrupt perjury.

In view of consequences so disastrous to the fortune and character of your petitioner, he humbly indulges the hope that this honorable court will grant him a rehearing of said cause.

Your petitioner is advised, that the facts developed in the cause do not clearly and satisfactorily establish the conclusion to which the court arrived, that there was an actual fraud committed by your petitioner and said Hottle in the transaction of the 8th of October, 1835.

It will be seen by the verdict of the jury rendered, and the decree of this court pronounced on the 20th day of May, 1846, in the matter of bankruptcy of said Henry Hottle, which are now referred to, and made a part of this petition, marked HH, that said Hottle was acquitted by the jury of all fraud against the bankrupt law; and this court, acting upon said verdict as conclusive of that fact, pronounced a decree discharging and absolving said Hottle from all his debts, and extending to him the full benefit of the bankrupt act; if, therefore, the conclusion of actual fraud were warranted, it must be taken, after said verdict and decree, that said Hottle was not guilty of any fraud against the bankrupt law; and if he were not guilty, then no rights whatever were conferred upon said Points as the assignee of said Hottle; and moreover, if said Hottle were not guilty, then it follows necessarily that your petitioner was not.

It will appear from the record that said Hottle was declared and decreed a bankrupt on the 3d day of May, 1842, and that the plaintiff's petition was not filed until the 11th May, 1844. Your petitioner is advised that, by the provisions of the 8th section of the bankrupt act, the plaintiff should have filed his petition within two years after the decree of bankruptcy; and that, as it was not so filed within two years, the petition must be dismissed.

Your petitioner is greatly aggrieved by said decree, and prays a rehearing of said cause, and for causes of error assigns the following:

1st. The evidence does not warrant the conclusion that your petitioner was guilty of actual fraud. Fraud per se has nothing to do with the case; indeed, that doctrine has been wholly exploded.

2d. But if actual fraud were established against your petitioner, it is clear that he has not been guilty of fraud against the bankrupt law.

3d. The petition of said Points is barred by the 8th section of the bankrupt act, which limits all proceeding to be had by the assignee to two years.

For these and other errors upon the record, and to be assigned upon the rehearing, your petitioner prays that said cause may be reheard, said decree set aside and annulled, and said Points' petition dismissed with costs, &c.

ALEX'R CRAWFORD.

September, 1849."

The exhibit marked HH, and particularly referred to in the foregoing petition, are in the words following:

At a district court of the United States, for the western district of Virginia, at Staunton, May the sixteenth, in the year 1846, the following order was entered in the matter of Henry Hottle, of Augusta county, in bankruptcy:

"The jury adjourned, over in this matter on yesterday, appeared in court in pursuance of their adjournment, and retired to their chamber to consider of their verdict, and having returned in court, upon their oath aforesaid, find a verdict in these words: 'We the jury find for the petitioner;' and the court adjourns its judgment upon said verdict until Monday next."

And on the 20th day of May, in the year last aforesaid, the following decree was entered:

In the matter of Henry Hottle, in the county of Augusta, in bankruptcy.

The said Henry Hottle having, on the 15th of March, in the year 1842, filed his petition, praying to be deemed and taken to be a bankrupt, and so to be declared by a decree of the court; and having on the 3d day of May, 1842, been duly declared and decreed to be a bankrupt; and having on the 3d day of May, 1842, filed his petition, praying for a discharge from all his debts, and that a certificate thereof might be granted to him accordingly; and the creditors of the said Henry Hottle, and all others in interest, having been duly notified thereof, and to appear here on the 3d day of October, 1842, to shew cause, if any they had, why the said discharge and certificate should not be granted; and Commissioner Jacob K. Stribling, of Staunton, in the county of Augusta, and Assignee James Points, of Staunton, in the county of Augusta, having respectively made their reports to the court in said matter of bankruptcy; to which said reports no exceptions having been taken, and which are, therefore, hereby confirmed; and on the said 3d day of October, 1842, Jefferson Kinney, William B. Kayser, John C. Sowers, and Benjamin T. Reed, creditors of the said Henry Hottle, having appeared in court, and filed their written objections to the granting of said discharge and certificate to the said Henry Hottle; and the said creditors having after-

wards, to wit, on the day of filed their amended objections by leave of court; and the said matter in bankruptcy of the said Henry Hottle having come on to be heard on the 3d day of January, 1843, on said written objections before the court, and the court having refused to discharge said Henry Hottle, and to grant him the certificate prayed for; and the said Henry Hottle having, according to the act of Congress in that case made and provided, moved the court, by his counsel, for a trial by a jury of the matters of objection alleged against him by the said contesting creditors; and his motion having been allowed, and issues directed to be tried upon the objections filed as aforesaid by said contesting creditors; and upon the trial of the issues at the present term of the court, the jury having found for the said Henry Hottle upon all the matters of objection in issue beforethem; and it appearing to the court that the said Henry Hottle has complied with and obeyed all the orders and directions of the court in the said matter of bankruptcy, and has otherwise conformed to the other requisitions of the act of Congress in such cases made and provided, and has done all other things necessary and proper for him to do; and it further appearing to the court, from the verdict of the jury aforesaid, that the said Henry Hottle hath not knowingly and wilfully failed or refused to surrender in his schedule any of his property, rights, or credits; it is considered by the court that the said Henry Hottle is entitled to a discharge from all his debts, and to a certificate thereof, to be granted to him accordingly. And it is, therefore, adjudged, ordered, and decreed, that the said Henry Hottle is discharged from all his debts; and it is ordered that a copy of this decree, authenticated in the manner in which such decrees are usually authenticated, be, without delay, made out and delivered to the said Henry Hottle by the clerk of this court, as and for the certificate aforesaid.

And the court doth reserve to itself till the next term to decide upon the proper parties to be charged with the costs of this controversy.

And on the day and year first hereinbefore mentioned, the following order was entered:

ALEXANDER CRAWFORD
at the suit of
JAMES POINTS, assignee of Henry Hottle.

Upon petition.

A decree having been rendered in this case against the defendant, Crawford, at the last term of this court, from which decree an appeal was allowed to the Supreme Court of the United States, the said defendant, at the present term, moved for leave to withdraw his appeal, and presented a petition in writing, praying this court to re-hear said cause, and set aside said decree, for reasons specially set out and assigned in said petition; and it further appearing to the court that said decree was so far final as that an appeal lay from it to the Supreme Court, and that